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No. 30]

NEW DELHI, JULY 21—JULY 27, 2019, SATURDAY/ASADHA 30—SRAVANA—5, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1319.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 5 की उपधारा (1) के साथ पठित धारा 6, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तराखंड राज्य सरकार, गृह अनुभाग-I, की दिनांक 29 अप्रैल 2014 की सहमति सं 1078/ एक्स एक्स-1-/2014-9(3) 2014, देहरादून द्वारा प्राप्त सहमति से उत्तराखंड के चिकित्सा स्वास्थ्य एवं परिवार कल्याण विभाग, उत्तराखंड में एन.आर.एच.एम., आर.सी.एच. कार्यक्रम के अंतर्गत उपकेंद्रों हेतु क्रय किये गये किट- 'ए' एवं किट- 'बी' तथा आशा किट से सम्बंधित दवाएं आदि जो ड्रग वेयर हाउस, रूड़की में रखी गयी थी, के कालातीत होने के प्रकरण के अन्वेषण तथा उपरोक्त उल्लिखित अपराध के सम्बन्ध में या सम्बन्ध में प्रयास, दुष्प्रेरणा तथा षडयंत्र तथा उसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उद्धृत किसी अन्य अपराध या अपराधों के अन्वेषण के सम्बन्ध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण उत्तराखंड राज्य के सम्बन्ध में करती है।

[फा. सं. 228/32/2014-एवीडी-II]

एस.पी.आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**New Delhi, the 18th July, 2019

S.O. 1319.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttarakhand, Home Section-1, Dehradun vide Notification No. 1078/XX-1-2014-9(3)2014 dated 29.04.2014, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttarakhand for investigation of the issue of drugs purchased in the kit 'A' and 'B' and drugs etc. of the ASHA kit under the RCH programme in the department of Medical Health & Family Welfare, Uttarakhand, which were stored in Drug Warehouse, Roorkee and got expired and further related matters to the issue and attempts, abetment and conspiracy in relation to or in connection with the above mentioned offence and any other offence (offences) committed in the course of the same transaction or/and arising out of the same facts of the said case.

[F. No. 228/32/2014-AVD-II]

S.P.R. TRIPATHI, Under Secy.

राष्ट्रीय तकनीकी अनुसंधान संगठन

नई दिल्ली, 19 जुलाई, 2019

का.आ. 1320.—सार्वजनिक परिसर (अनाधिकृत कब्जे से निष्कासन) अनुभाग-3 (अधिनियम 1971) में दी गयी शक्तियों का प्रयोग करते हुए भारत सरकार श्री मयूर गुप्ता, वैज्ञानिक-ई, (समूह-अ अधिकारी) को अधोलिखित कार्य के लिए संपदा अधिकारी नियुक्त करती है तथा संपदा अधिकारी को निर्देशित किया जाता है कि वह प्रदत्त की गयी शक्तियों का प्रयोग करेंगे और बताए गए अधिनियम के तहत अपनी जिम्मेदारी का निर्वहन सभी सार्वजनिक परिसरों (दिल्ली व दिल्ली से बाहर) के लिए जो कि अध्यक्ष एन.टी.आर.ओ. के नियंत्रण में हैं।

[फा. सं. IV(D)/10/07/2019-2069]

के. संजयन, निदेशक (प्रशासन)

NATIONAL TECHNICAL RESEARCH ORGANISATION

New Delhi, the 19th July, 2019

S.O. 1320.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupations) Act 1971 (40 of 1971), the Central Govt. hereby appoints Shri Mayur Gupta, Scientist 'E'/ ADD, a class-I Officer of the Government to be the Estate Officer for the purpose of the said act and directs that the Estate Officer shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said act in respect of all public premises under the control of the Chairman, NTRO at New Delhi and outstation offices.

[F. No. IV(D)/10/07/2019-2069]

K. SANJAYAN, Director (Admin)

आयुष मंत्रालय

नई दिल्ली, 29 मई, 2019

का.आ. 1321.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, आयुष मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके शत प्रतिशत कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती हैं:-

“क्षेत्रीय यूनानी चिकित्सा अनुसंधान संस्थान, मुंबई”

[सं. ई-11018/1/2018-आयुष (रा.भा.)]

पी. एन. रणजीत कुमार, संयुक्त सचिव

MINISTRY OF AYUSHNew Delhi, the 29th May, 2019

S.O. 1321.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of AYUSH, wherein cent percent officials have acquired the working knowledge of Hindi:

“Regional Research Institute of Unani Medicine, Mumbai”

[No. E-11018/1/2018-AYUSH (O.L.)]

P. N. RANJIT KUMAR, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**(खाद्य और सार्वजनिक वितरण विभाग)**

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1322.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

1. केंद्रीय भंडारण निगम,
सेंट्रल वेयरहाउस,
मालीवाड़ा पीईजी मैसर्स लक्ष्मी एण्ड कंपनी, कॉनकॉर्न के पीछे, दौलताबाद रेलवे स्टेशन के पास,
मालीवाड़ा, औरंगाबाद – 431001
2. केंद्रीय भंडारण निगम,
सेंट्रल वेयरहाउस,
अम्बड – 2 बी - 72, एम.आई.डी.सी., अम्बड – 2, नासिक – 422010
3. केंद्रीय भंडारण निगम,
सेंट्रल वेयरहाउस,
मुंडीपार, एम.आई.डी.सी., प्लॉट नम्बर – बी 28-29, पोस्ट – दखानी, गोंदिया – 441614

[सं. ई-11011/1/2008-हिन्दी]

कमल दत्ता, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Food and Public Distribution)**New Delhi, the 22nd July, 2019

S.O. 1322.— In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), whereof more than 80% of staff have acquired the working knowledge of Hindi:

1. Central Warehousing Corporation,
Central Warehouse,
Maliwada PEG Ms. Laxmi & Company, Behind CONCORN, Near by Daulatabad Railway Station, Maliwada,
Aurangabad - 431001
2. Central Warehousing Corporation,
Central Warehouse,
Ambad -II B-72, IMDC, Ambad -II, Nasik - 422010
3. Central Warehousing Corporation,
Central Warehouse,
Mundipaar, IMDC, Plot No. B 28-29, Post Dakhaani, Gondia - 441614

[No. E-11011/1/2008-Hindi]

KAMAL DATTA, Jt. Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1323.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का संख्या 55) के खंड 3 और खंड 5 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केंद्र सरकार एतद्वारा श्री गोविंदराजन शेखर को तत्काल प्रभाव से तीन वर्षों की अवधि अथवा आगामी आदेशों तक, जो भी पहले हो, भारतीय विमानपत्तन प्राधिकरण के बोर्ड पर गैर-सरकारी स्वतंत्र सदस्य (अंशकालिक) के रूप में नियुक्त करती है।

[फा. सं. एवी-24015/4/2015-एएआई-एमओसीए]

पी. जे. थॉमस, अवर सचिव

MINISTRY OF CIVIL AVIATIONNew Delhi, the 22nd July, 2019

S.O. 1323.—In exercise of the powers conferred by Section 3 and Section 5 of the Airports Authority of India Act, 1994 (No.55 of 1994), the Central Government hereby appoint Shri Govindarajan Sekar as Non-Official Independent Member (part time) on the Board of Airports Authority of India with immediate effect for a period of three years or until further orders, whichever is earlier.

[F. No. AV-24015/4/2015-AAI-MOCA]

P. J. THOMAS, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1324.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

और, रेखांक संख्या एनयूपीपीएल/पीएस/4(1)/002/2019, तारीख 26 मई, 2019 को उक्त अनुसूची में वर्णित भूमि का क्षेत्र अन्तर्विष्ट किया गया है, का निरीक्षण मुख्य महा प्रबंधक (भूविज्ञानी/प्रभारी पचवाड़ा साउथ कोयला ब्लॉक), नेयवेली उत्तर प्रदेश पावर लिमिटेड, नजदीक धोबिया स्कूल, बाबुपाड़ा, जिला दुमका, झारखंड के कार्यालय में या मुख्य महाप्रबंधक (अन्वेषण प्रभाग), सेंट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड, गोंदवाना प्लेस, कांके रोड, रांची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या जिलाधिकारी, जिला दुमका- 814101 (झारखंड) के कार्यालय में किया जा सकता है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957(1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की नोटिस देती है ;

उपरोक्त उल्लिखित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; या
- (iii) उक्त अधिनियम की पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में धारा 13 की उप-धारा (1) के अधीन या खनन पट्टे प्रभावहीन होने के लिए उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को दर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, मुख्य महाप्रबंधक (भूविज्ञानी/प्रभारी पचवाड़ा साउथ कोयला ब्लॉक), नेयवेली उत्तर प्रदेश पावर लिमिटेड, नजदीक धोबिया स्कूल, बाबुपाड़ा, जिला दुमका, झारखंड के कार्यालय को भेजेगें।

अनुसूची

पचवाड़ा साउथ ब्लॉक

राजमहल कोलफील्ड

जिला दुमका, झारखंड

[रेखांक संख्या एनयूपीपीएल/पीएस/4(1)/002/2019, तारीख 26 मई, 2019]

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या / थाना संख्या	तहसील	जिला	क्षेत्र हेक्टेयर में (लगभग)			कुल	टिप्पण
					रैयती	सरकारी भूमि			
						गैर-वन	वन		
1.	महुलडाबर	18	गोपीकंदर	दुमका	26.241	1.855	115.177	143.273	भाग

2.	कुंडपहाड़ी	19	गोपीकंदर	दुमका	149.753	38.984	213.970	402.707	भाग
3.	चिरुदिह	20	गोपीकंदर	दुमका	101.178	9.100	58.742	169.020	भाग
कुल क्षेत्र:					277.172	49.939	387.889	715.000	
कुल क्षेत्र: 715.000 हेक्टेयर (लगभग)									
या 1766.765 एकड़ (लगभग)									

सीमा वर्णन :

क – ख : रेखा, बिन्दु 'क' के महुलडाबर ग्राम (संख्या 18) से आरंभ होती है और महुलडाबर ग्राम (संख्या 18) के बिन्दु 'ख' पर मिलती है। रेखा 'क-ख' ब्लॉक की पश्चिमी सीमा निर्धारित करती है।

ख-ख1: रेखा, बिन्दु 'ख' के महुलडाबर ग्राम (संख्या 18) से आरंभ होती है और महुलडाबर ग्राम (संख्या 18) के बिन्दु 'ख1' पर मिलती है। रेखा 'ख-ख1' ब्लॉक की पश्चिमी सीमा निर्धारित करती है।

ख1 – ग : रेखा, 'ख1-ग' के महुलडाबर ग्राम (संख्या 18) के बिन्दु 'ख1' से आरंभ होती है और महुलडाबर ग्राम (संख्या 18) के बिन्दु 'ग' पर मिलती है। रेखा 'ख1-ग' ब्लॉक की पश्चिमी सीमा निर्धारित करती है।

ग – घ : रेखा, 'ग-घ' महुलडाबर ग्राम (संख्या 18) के बिन्दु 'ग' से आरंभ होती है और चिरुदिह ग्राम पर मिलती है। रेखा 'ग-घ' ब्लॉक की उत्तरी सीमा को निर्धारित करती है जोकि बंसोली नदी के दक्षिणी किनारे के सामान्तर है।

घ – ड. : रेखा, 'घ-ड.' चिरुदिह ग्राम (संख्या 20) के बिन्दु 'घ' से आरंभ होती है और चिरुदिह ग्राम (संख्या 20) के बिन्दु 'ड.' पर मिलती है, जोकि ब्लॉक की पूर्वी सीमा है।

ड. – च : रेखा, 'ड.-च' के बिन्दु 'ड.' से आरंभ होती है और चिरुदिह ग्राम (संख्या 20) के बिन्दु 'च' पर मिलती है जोकि ब्लॉक की दक्षिणी और दक्षिणी-पूर्वी सीमा है।

च – छ : रेखा, 'च-छ' चिरुदिह ग्राम (संख्या 20) के बिन्दु 'च' से आरंभ होती है और कुंडपहाड़ी ग्राम (संख्या 19) के बिन्दु 'छ' पर मिलती है, और ब्लॉक की दक्षिणी सीमा निर्धारित करती है।

छ – क : रेखा, 'छ-क' कुंडपहाड़ी ग्राम (संख्या 19) के बिन्दु 'छ' से आरंभ होती है और महुलडाबर ग्राम (संख्या 18) के बिन्दु 'क' पर मिलती है। रेखा 'छ-क' ब्लॉक की दक्षिणी और दक्षिण-पूर्वी सीमा निर्धारित करती है।

[फा. सं. 43015/20/2015-एलए एण्ड आईआर/खंड-I]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 18th July, 2019

S.O. 1324.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And whereas, the plan bearing number NUPPL/PS/4(1)/002/2019, dated the 26th May, 2019 containing details of the area of land described in the said Schedule may be inspected at the office of the Chief General Manager (Geology/incharge Pachwara South Coal Block), Neyveli Uttar Pradesh Power Limited, Near Dhobia School, Babupara, District Dumka, Jharkhand or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the District Collector, District Dumka-814101, Jharkhand.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule;

Any person interested in the land described in the said Schedule, may –

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof ; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act, in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Chief General Manager (Geology/incharge Pachwara South Coal Block), Neyveli Uttar Pradesh Power Limited, Near Dhobia School, Babupara, District Dumka, Jharkhand, within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pachwara South Block
Rajmahal Coalfield
District Dumka, Jharkhand

[Plan bearing number NUPPL/PS/4(1)/002/2019, dated the 26th May, 2019]

Sl. No.	Name of the village	Patwari/ Circle number/ Thana number	Tehsil	District	Area in hectares (approximately)			Total	Remarks
					Raiyati	Government Land			
						Non-Forest	Forest		
1.	Mahuldabar	18	Gopikander	Dumka	26.241	1.855	115.177	143.273	Part
2.	Kundapahadi	19	Gopikander	Dumka	149.753	38.984	213.970	402.707	Part
3.	Chirudih	20	Gopikander	Dumka	101.178	9.100	58.742	169.020	Part
	Total Area :				277.172	49.939	387.889	715.000	
Total Area :715.000 hectares (approximately) or 1766.765 acres (approximately)									

Boundary description:

- A-B The line starts from point 'A' in Mahuldabar village (No. 18) and ends at point 'B' in Mahuldabar village (No.18). The line A-B forms the western boundary of the block.
- B-B1 The line starts from point 'B' in Mahuldabar village (No. 18) and ends at point 'B1' in Mahuldabar Village (No.18). The line 'B-B1' forms the western boundary of the block.
- B1-C The line 'B1-C' starts from point 'B1' in the Mahuldabar village (No.18) and ends point 'C' in Mahuldabar village (No. 18). The line 'B1-C' forms the western boundary of the block.
- C-D The line 'C-D' starts from point 'C' in the Mahuldabar village (No.18) and ends at Chirudih village the line 'C-D' forms the northern boundary of the block running parallel to Bansoli nadi southern bank.
- D-E The line 'D-E' starts from point 'D', in the Chirudih Village (No. 20) and ends at points 'E' Chirudih Village (No. 20) is a eastern foundary of the block.

E-F	The line 'E-F' starts from point 'E' at ends at point 'F' in the Chirudih village (No.20) and forms the southern and south-eastern boundary of the block.
F-G	The line 'F-G' starts from point 'F' in the Chirudih village (No.20) and ends at point 'G' in the kundapahadi village (No.19) and forms the southern boundary of the block.
G-A	The line 'G-A' starts at point 'G' in Kundapahadi village (No.19) and ends at point 'A' in the village (No.18). The line 'G-A' forms the southern and south eastern boundary of the block.

[F. No. 43015/20/2015-LA&IR/Vol.-I]

RAM SHIROMANI SAROJ , Dy Secy.

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1325.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसके उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी /01/2019, तारीख 25 अप्रैल, 2019 का निरीक्षण सेंट्रल कोल फील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची – 834029 (झारखण्ड) के कार्यालय में या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कोतरे – बसंतपुर -पचमो क्षेत्र, जिला रामगढ़ और बोकारो (झारखण्ड) या महाप्रबंधक (खोज प्रभाग) आर.आई.-III, केन्द्रीय खान योजना एवं डिजाइन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में किया जा सकता है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957(1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की नोटिस देती है ;

उपरोक्त उल्लिखित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; अथवा
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा
- (iii) उक्त अधिनियम की पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में धारा 13 की उप-धारा (1) के अधीन या खनन पट्टे प्रभावहीन होने के लिए उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबद् उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कोतरे – बसंतपुर - पचमो क्षेत्र, जिला रामगढ़ और बोकारो (झारखण्ड) या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, राँची – 834029 (झारखण्ड) के कार्यालय को भेजेंगे ।

अनुसूची

कोतरे बसंतपुर पंचमो ओ.सी.पी.

जिला रामगढ़ और बोकारो (झारखण्ड)

[रेखांक संख्या आरईवी /01/2019, तारीख 25 अप्रैल, 2019]

क्र.सं.	ग्राम	थाना सं.	थाना	जिला	क्षेत्र		टिप्पणियां
					हेक्टेयर में	एकड़ में	
1.	बसंतपुर	105	मांडू	रामगढ़	107.24	265.00	भाग
2.	कोतरे	106	मांडू	रामगढ़	253.33	626.00	भाग
3.	हुरदाग	28	गोमिया	बोकारो	15.38	38.00	भाग
4.	पंचमो	27	गोमिया	बोकारो	32.26	79.71	भाग
5.	पुरनापानी	25	गोमिया	बोकारो	20.43	50.48	भाग
कुल :					428.64 हेक्टेयर (लगभग)	1059.19 एकड़ (लगभग)	

सीमा - वर्णन:

क-ख-ग-घ-ड.-च--छ-ज-झ- ज-ट-ठ-क	-	रेखा, बिन्दु 'क' से आरंभ होती है और बिन्दु ख-ग-घ-ड.-च--छ-ज-झ- ज-ट और 'ठ' से गुजरते हुए और आरंभिक बिन्दु 'क' पर मिलती है।
क-ख-ग-घ-ड.-च--छ	-	रेखा, बिन्दु 'क' से आरंभ होती है और बिन्दु ख-ग-घ-ड. और 'च' से गुजरते हुए और बिन्दु 'छ' पर मिलती है, जो कि कोतरे बसंतपुर पंचमो ओसीपी के परियोजना रिपोर्ट के अनुसार नए अर्जन की सीमा है।
छ-ज-झ-ज-ट	-	रेखा, बिन्दु 'छ' से आरंभ होती है और बिन्दु ज-झ-ज और 'ट' (पंचमो, हुरदाग और कोतरे ग्रामों के भाग) {कोयला धारक क्षेत्र अधिनियम की धारा 9(1) के अधीन का. आ. 2082, तारीख 30 जून, 1981 के तहत अधिग्रहण सीमा} से गुजरते हुए और बिन्दु 'ट' पर मिलती है।
ट-ठ-क	-	रेखा, बिन्दु 'ट' से आरंभ होती है और बिन्दु 'ठ' और 'क' (कोतरे और बसंतपुर ग्रामों के भाग) {कोयला धारक क्षेत्र अधिनियम की धारा 9(1) के अधीन का. आ. 981(अ), तारीख 22 दिसम्बर, 1980 के तहत अधिग्रहण सीमा} से गुजरते हुए और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/15/2018-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 18th July, 2019

S.O. 1325.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number Rev/01/2019, dated the 25th April, 2019, containing details of the areas of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central

Coalfields Limited, Kotre-Basantpur-Pachmo Area, Districts Ramgarh and Bokaro (Jharkhand) or at the office of the Deputy Commissioner, Districts Ramgarh and Bokaro (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata- 700 001;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in land described in the said Schedule.

Any person interested in the land described in the above mentioned Schedule may -

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Kotre-Basantpur-Pachmo Area, Districts Ramgarh and Bokaro (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi- 834029 (Jharkhand) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

KOTRE BASANTPUR PACHMO OCP

DISTRICT- RAMGARH AND BOKARO (JHARKHAND)

[Plan bearing number Rev/01/2019, dated the 25th April, 2019]

Sl. No.	Village	Thana number	Thana	District	Area		Remarks
					In hectares	In acres	
1.	Basantpur	105	Mandu	Ramgarh	107.24	265.00	Part
2.	Kotre	106	Mandu	Ramgarh	253.33	626.00	Part
3.	Hurdag	28	Gomia	Bokaro	15.38	38.00	Part
4.	Pachmo	27	Gomia	Bokaro	32.26	79.71	Part
5.	Purnapani	25	Gomia	Bokaro	20.43	50.48	Part
Total :					428.64 hectares (approx- imately)	1059.19 acres (approx- imately)	

Boundary Description :

A-B-C-D-E-F-G-H-I-J-K-L-A	-	Line starts from point 'A' and passes through points B-C-D-E-F-G-H-I-J-K and L and meets at starting point 'A'.
A-B-C-D-E-F-G	-	Line starts from point 'A' and passes through points B-C-D-E and F and meets at point 'G', which is new acquisition boundary as per project report of Kotre Basantpur Pachmo OCP.
G H- I-J-K	-	Line starts from point 'G' and passes through points H- I-J and K (part village of Pachmo, Hurdag and Kotre) {Acquisition boundary line of Hurdag Block under section 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 number S.O. 2082, dated 30 th June, 1981} and meets at point 'K'.

K-L-A	-	Line starts from point 'K' and passes through points L and A part village of Kotre and Basantpur (Acquisition Boundary Line of Basantpur Block under section 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957, number S.O. 981(E), dated the 22 nd December, 1980 and meets at starting point 'A'.
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[F. No. 43015/15/2018-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 जुलाई, 2019

का.आ. 1326.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि हाईड्रोकार्बन के परिवहन के लिए मुंद्रा.भर्टीडा विस्तृतिकरण पाइपलाइन त्रगडी से गुंदाला तक के मार्ग पे अंच.पी.सी.अेल. मित्तल पाइपलाइन्स लिमिटेड, मुंद्रा, जिल्ला.कच्छ, राज्य गुजरात द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जानी है उसका रक्षण हेतु उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में **श्री अ. के. वस्तानी, सक्षम प्राधिकारी अंच.पी.सी.अेल. मित्तल पाइपलाइन्स लिमिटेड, मुंद्रा, जिला कच्छ, गुजरात एवं प्रांत अधिकारी मुंद्रा,** को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

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1	2	3	4		5		
1	त्रगडी	मांडवी	Govt. 237	-	02	79	85
			238	-	00	59	57
			239	-	00	85	61
			240	-	00	92	29
			241	-	00	57	63
			257	-	00	00	20
			258	-	00	16	20
			259	-	00	91	88
			261	-	00	12	38
			262	-	00	12	68
			263	-	00	03	42
			Govt.260	-	00	49	20
			Govt.265	-	00	55	07
			270	-	00	01	63
			Govt.260	-	00	16	68
			266	-	00	21	07
			267	-	00	00	75

1	2	3	4		5		
	त्रगडी चालु	मांडवी	Govt.260	-	00	10	61
			219	-	00	76	79
			220	-	00	30	40
			218	-	00	52	82
			Govt. 226	-	00	57	86
			201	-	00	74	44
			Govt. 226	-	00	59	46
			200	-	00	51	39
			Govt. 226	-	00	20	92
			Govt. 197	-	00	04	07
2	नाना भाडीया	मांडवी	River	-	00	60	91
			305	1	00	04	06
			553P Govt.	-	00	50	40
			305	1	00	25	95
			305	2	00	29	07
			304	-	00	53	76
			308	-	00	30	24
			307	1	00	31	01
			307	2	00	33	31
			309/1	P 1	00	00	20
			309/1	P 2			
			309	2	00	05	76
			311	3	00	52	12
			310	1	00	66	76
			310	2			
			Govt. 553	P 1	01	60	37
			287	-	00	07	82
			288	-	00	75	71
			289	-	00	57	14
			Govt. 553	P 1	00	04	06
			290	1	00	33	04
			290	2	00	23	10
			Road	-	00	10	86
			280/P 1	P 1	00	00	20
			280/P 1	P 2			
			280/P 1	P 3			
			280	P2			
			268	-	00	78	83
			266	-	00	00	20
			267	-	00	53	97
			Road	-	00	17	02
			264	-	00	55	71
			263	-	00	48	44

1	2	3	4		5		
	नाना भाडीया चालु	मांडवी	262	-	00	09	74
			Govt. 553	P 1	00	32	16
			257	1	00	66	27
			Govt. 553	P 1	01	99	67
			122	-	00	46	78
			120	-	00	03	40
			121	-	00	74	42
3	कांडागरा मोटा	मुंद्रा	379	-	00	11	89
			Road	-	00	20	75
			380	-	00	65	11
			385	1	00	47	70
			385	2			
			387	-	00	45	75
			388	-	00	00	84
			390	2	00	38	26
			386	1	00	01	04
			390	1	00	55	88
			396	-	00	31	34
			395	-	00	24	93
			394	1	00	48	62
			394	2			
			394	3			
			393	1	00	09	35
			402	-	00	04	56
			393	3	00	50	20
			Road	-	00	08	18
			517P Govt.	-	02	06	71
			490	-	00	00	20
			491	-	00	01	60
			Road	-	00	01	28
			503	2	00	06	38
			504	-	00	54	75
			512	-	00	22	59
			513	3	00	20	67
			513	2	00	17	12
			513	1	00	24	04
			511	-	00	02	75
			Road	-	00	07	36
			17	1	00	18	09
			17	2	00	12	92
			18	1	00	32	73
			19	-	00	20	81
			24	-	00	09	60

1	2	3	4		5		
	कांडागरा मोटा चालु	मुंद्रा	21	1	00	12	82
			22	1	00	53	37
			21	2	00	09	05
			21	3	00	04	46
			21	4	00	00	66
			11	3	00	12	14
			Road	-	00	10	68
			517 P Govt.	-	00	32	64
			Chalta No. 2	-	00	39	08
			Road	-	00	05	17
			127	-	00	91	98
			126 / 1	P 1	00	12	57
			126 / 1	P 2			
			126/2	-			
			Govt.	-	00	26	21
			Road	-	00	06	76
			Govt.	-	00	39	85
			130	-	00	35	17
			Govt.	-	00	69	38
			185	-	00	22	87
			187	4	00	13	64
			187	3	00	22	97
			187	2	00	18	16
			187	1	00	25	19
			188	-	00	13	08
			189	-	00	85	38
			Govt.	-	00	23	77
			179	-	00	89	14
			177	-	00	36	38
			Road	-	00	08	12
			220	-	00	40	10
			221	1	00	35	22
			260	1	00	08	01
			222	-	00	50	69
			223	-	00	59	20
			248	-	00	78	55
			247	-	00	11	90
			244	-	00	81	80
			245	-	00	00	20
			243	-	01	36	64
			240	-	00	51	37
			Road	-	00	01	58
4	शिराचा	मुंद्रा	295	P 1	00	28	45

1	2	3	4		5		
	शिराचा	मुंद्रा	206		00	61	67
			295	P 1	00	48	71
			231	-	00	56	08
			232	-	00	24	76
			234	-	00	64	54
			235	-	00	86	47
			238	-	00	96	90
			295	P 1	00	16	01
			268	1	00	24	82
			268	2	00	00	20
			283	-	00	32	82
			284	-	00	27	21
			285	-	00	26	37
			286	2	00	46	16
			295	P 1	00	17	14
			39 / 3 /	P 1	00	19	29
			Cart Track 39 / 3 /	P 2	00	00	82
			39 / 3 /	P 1	00	02	71
			39 / 2	P 1	00	32	57
			Cart Track	-	00	06	74
			39 / 2 /	P 1	00	25	40
			40	-	00	18	48
			41	-	01	16	00
			42	-	00	05	43
			74	-	00	65	37
			73	2	00	24	01
			73	1	00	07	01
			73	3	00	12	30
			73	4	00	03	17
			61	-	01	23	54
			60	-	00	15	42
			59	5	00	15	31
			59	4	00	60	31
5	देशलपर	मुंद्रा	304	-	00	39	83
			303	-	00	25	48
			306	P 1	00	13	00
			306	P 2			
			302		00	18	85
			306	P 1	00	06	07
			306	P 2			
			309	-	00	48	82
			310	-	01	44	91
			311/ 1	P 1	00	15	92

1	2	3	4		5		
	देशलपर	मुंद्रा	311	P 2			
			Road	-	00	07	99
			299	1	00	25	08
			299	2	00	23	63
			298	-	00	59	27
			284	-	01	54	44
			283	1	01	48	63
			283	2			
			281	-	01	07	53
			279	-	00	68	21
			275	-	00	00	90
			278	P 1	01	03	48
			278	P 2			
			Cart Track	-	00	04	29
			276	-	00	45	86
			Road	-	00	06	41
			241	2	00	00	86
			219	1	00	43	04
			219 / 1	P 1			
			219	2	00	15	12
			Road	-	00	11	64
			217	-	00	78	23
			218	-	00	17	32
06	मोटी भुजपर	मुंद्रा	Govt.713	-	03	43	54
			437	-	00	00	20
			713	30	00	03	44
			713	27	00	55	21
			Govt.713	-	01	62	75
			Gauchar.727	-	01	83	48
			439	-	00	02	01
			Gauchar.732	-	02	41	39
			472	2	00	09	03
			413	-	00	58	93
			Gauchar.713	9	00	31	45
			Gauchar.728	-	01	94	56
			468	-	00	47	24
			469	-	00	22	54
			Govt.713	-	00	44	09
			442	4	00	30	80
			442	3	00	00	20
			713 Road	-	00	12	65
			Govt.443 P	4	00	11	05
			443	3	00	28	10

1	2	3	4		5		
	मोटी भुजपर	मुंद्रा	446	-	00	14	89
			445	-	00	97	80
			444	-	00	00	20
			Road	-	00	07	77
			713 Gauchar	-	02	47	32
			398	-	00	53	72
			396	2	00	29	18
			396	1	00	62	07
			397	-	00	85	99
			395	1	00	09	08
			395	2			
			386	1	00	64	83
			386	2			
			387	-	00	90	08
			379	-	00	66	63
			388	-	00	00	20
			378/1	P 1	00	25	53
			378/1	P 2			
			378	2			
			378	P 3			
			378	P 4			
			333	-	00	50	59
			329	-	00	78	06
			330	-	00	37	89
			331	P 1	00	41	61
			322/1	P 1	00	53	31
			322	1	00	00	20
			321	-	00	62	88
			Road	-	00	03	87
			320	-	00	00	89
			236	P 1	00	01	40
			236	P 2			
			236	3			
			221	P 1	00	20	66
			221	P 2			
			233	-	00	05	44
			220	-	00	90	72
7	प्रागपर-2	मुंद्रा	Govt.	-	00	18	25
			30	-	00	71	86
			29	P1	00	59	82
			29	P2			
			29	P3			
			Govt.	-	00	46	13

1	2	3	4		5		
	प्रागपर-2	मुद्रा	28	P 1	01	10	57
			28	P 2			
			28	P 3			
			27	-	00	46	99
			26	-	00	29	96
			Govt.	-	00	26	87
			25	-	00	59	78
			24	-	00	65	84
			Govt.	-	00	79	57
			65	P 6	00	56	46
			Govt.	-	03	84	91
			22	P 1	00	10	40
			22	P 2			
			18	-	00	11	43
			17	1	00	36	16
			17	3	00	08	40
			17	2	00	21	72
8	बराया	मुद्रा	River	-	00	90	52
			462	-	00	14	57
			461	-	00	14	51
			463	-	00	28	70
			460	-	00	10	13
			465	-	00	18	89
			Canal 509	-	00	31	98
			370	-	00	02	33
			371	-	00	31	22
			372	-	00	32	21
			373	-	00	36	55
			368	-	00	03	23
			365	-	00	44	88
			364	-	00	48	22
			361	-	00	00	67
			363	-	00	24	78
			362	-	00	18	20
			Road 502	-	00	08	85
			354	-	00	59	06
			353	-	00	15	64
			352	-	00	19	12
			348	-	00	50	37
			349	-	00	23	78
			340	-	00	11	65
			341	-	00	00	20
			339	-	01	01	96

1	2	3	4		5		
	बराया	मुंद्रा	357	-	00	07	84
			Road 494	-	00	14	80
			315	-	00	13	60
			Road 492	-	00	31	09
			Govt.314	-	00	18	01
			Govt.313	-	00	00	20
			310	-	00	02	01
			493	-	00	12	92
			312	-	01	04	53
			311	-	00	70	22
			308	-	00	04	48
			302	-	01	15	95
			301	-	00	23	22
			300	-	00	44	78
			293	-	00	96	73
			288	-	00	00	20
			289	-	00	00	20
			292	-	00	88	75
			291	-	00	33	23
9	प्रागपर-1	मुंद्रा	218	-	00	49	34
			219	-	00	43	19
			229	-	00	34	81
			232	-	00	32	33
			231	-	01	01	26
			230	-	00	00	20
10	ढेडा	मुंद्रा	44 River	-	00	78	81
			Govt. 6	-	01	14	16
11	भोरारा	मुंद्रा	344	-	00	00	20
			347	-	01	07	11
			390 Road	-	00	14	29
			348	-	00	62	32
			349	-	00	11	37
			350	-	00	35	11
			351	-	00	30	20
			352	-	00	15	03
			353	-	00	50	48
			354	-	00	25	47
			355	-	00	26	97
			356	-	00	46	76
			322	-	00	14	14
			321	-	00	35	92
			320	-	00	36	27
			319	-	00	23	02
			360	-	00	03	60

1	2	3	4		5		
	भोरारा चालु	मुंद्रा	318	-	00	47	78
			317 Road	-	00	02	99
			286	-	00	03	06
			287	-	00	31	07
			288	-	00	23	76
			317 Road	-	00	11	17
			283	-	00	10	46
			289	-	00	34	91
			282	-	00	00	13
			290	-	00	65	41
			291	-	00	00	20
			292	-	00	00	20
			293	-	00	00	22
			378	-	00	00	55
			377	-	00	02	78
12	विरानीया	मुंद्रा	Gauchar.352	-	00	26	40
			Road	-	00	07	49
			351	-	00	65	97
			349	-	00	08	00
			Govt.348	-	00	02	29
			345	-	00	00	45
			346	-	00	44	98
			344	-	00	25	29
			343	-	00	21	65
13	गुंदाळा	मुंद्रा	528	-	00	91	78
			527	-	00	03	21
			529	1	00	52	79
			529	2			
			252	-	00	02	03
			530	-	00	51	88
			531	P 1	00	17	89
			531	P 2			
			544	-	00	69	28
			543	1	00	51	38
			N.H.Road543/1	P 1	00	16	34
			543	1	00	19	62
			551	-	00	03	44
			550	1	00	65	30
			Road	-	00	19	23
			547	-	00	00	20
			548	-	00	00	20
			549	-	00	80	46
			554	-	00	86	19
			555	P 1	00	51	41

1	2	3	4		5		
	गुंदाळा चालु	मुंद्रा	555	P 2			
			555	2			
			Road	-	00	07	61
			17	P 1	00	17	15
			17	P 2			
			16	-	00	90	20
			6	-	00	84	97
			7	-	00	24	98
			Cart Track	-	00	12	64
			7	-	00	10	38
			Govt.	-	01	10	57
			94	2	00	46	75
			95	-	00	06	06
			133	-	00	72	28
			132	-	00	39	51
			Road	-	00	09	23
			134	-	00	19	90
			138	-	01	26	68
			Govt.	-	00	16	99
			200	-	00	02	20
			201	-	01	43	23
			206	-	00	65	94
			Road	-	00	10	03
			384	-	00	67	27
			385	-	00	02	86
			388	-	00	42	19
			389	-	00	52	82
			390	-	00	00	06
			388	-	00	12	24
			391	-	00	36	64
			382	-	00	29	44
			Cart Track	-	00	06	02
			378	1	00	85	52
			Govt.	-	00	25	21
			376	-	00	03	17
			215	-	00	83	06
			215	P 1			
			215	P 2			
			214/1		00	03	94
			214/2				
14	त्रगडी	मांडवी	Govt	-	56	12	04

[फा. सं. आर-12031/2/2018-ओआर-1/ई-26406]

शान्तनु धर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GASNew Delhi, the 11th July, 2019

S.O. 1326.—Where as it appears to the Central Government that it is necessary in the public interest and safety that for the Transportation of Hydrocarbon through Mundra – Bathinda Extension Pipeline from Tragadi to Gundala route, a pipeline should be laid by HPCL-Mittal Pipelines Limited, Mundra, Dist. Kutch, Gujarat.

And, whereas, it appears to the Central Government that for the purpose of protection of the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A. K. Vastani, Competent Authority, HPCL-Mittal Pipelines Limited, Mundra, Dist. Kutch, Gujarat and Prant Officer, Mundra, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, is published in the Gazette of India, are made available to the general public.

SCHEDULE**DISTRICT : KUTCH****STATE : GUJARAT**

Sr. No.	Village	Tehsil	Survey Number	Sub.Div. No.	Area		
					Ha.	Are	Sq.Mt.
1	2	3	4		5		
1	Tragadi	Mandvi	Govt. 237	-	02	79	85
			238	-	00	59	57
			239	-	00	85	61
			240	-	00	92	29
			241	-	00	57	63
			257	-	00	00	20
			258	-	00	16	20
			259	-	00	91	88
			261	-	00	12	38
			262	-	00	12	68
			263	-	00	03	42
			Govt. 260	-	00	49	20
			Govt. 265	-	00	55	07
			270	-	00	01	63
			Govt. 260	-	00	16	68
			266	-	00	21	07
			267	-	00	00	75
			Govt. 260	-	00	10	61
			219	-	00	76	79
			220	-	00	30	40
			218	-	00	52	82
			Govt. 226	-	00	57	86
			201	-	00	74	44
			Govt. 226	-	00	59	46
			200	-	00	51	39
			Govt. 226	-	00	20	92
			Govt. 197	-	00	04	07
2	Nana Bhadiya	Mandavi	River	-	00	60	91
			305	1	00	04	06
			Govt. 553 P.	-	00	50	40
			305	1	00	25	95
			305	2	00	29	07
			304	-	00	53	76
			308	-	00	30	24

1	2	3	4		5		
	Nana Bhadiya	Mandavi	307	1	00	31	01
			307	2	00	33	31
			309/1	P 1	00	00	20
			309/1	P 2			
			309	2	00	05	76
			311	3	00	52	12
			310	1	00	66	76
			310	2			
			Govt. 553	P 1	01	60	37
			287	-	00	07	82
			288	-	00	75	71
			289	-	00	57	14
			Govt. 553	P 1	00	04	06
			290	1	00	33	04
			290	2	00	23	10
			Road	-	00	10	86
			280/P 1	P 1	00	00	20
			280/P 1	P 2			
			280/P 1	P 3			
			280	P2			
			268	-	00	78	83
			266	-	00	00	20
			267	-	00	53	97
			Road	-	00	17	02
			264	-	00	55	71
			263	-	00	48	44
			262	-	00	09	74
			Govt. 553	P 1	00	32	16
			257	1	00	66	27
			Govt. 553	P 1	01	99	67
			122	-	00	46	78
			120	-	00	03	40
			121	-	00	74	42
3	Kandagara Mota	Mundra	379	-	00	11	89
			Road	-	00	20	75
			380	-	00	65	11
			385	1	00	47	70
			385	2			
			387	-	00	45	75
			388	-	00	00	84
			390	2	00	38	26
			386	1	00	01	04
			390	1	00	55	88
			396	-	00	31	34
			395	-	00	24	93
			394	1	00	48	62
			394	2			
			394	3			
			393	1	00	09	35
			402	-	00	04	56
			393	3	00	50	20
			Road	-	00	08	18
			Govt. 517 P.	-	02	06	71
			490	-	00	00	20
			491	-	00	01	60
			Road	-	00	01	28
			503	2	00	06	38
			504	-	00	54	75
			512	-	00	22	59

1	2	3	4		5		
	Kandagara Mota	Mundra	513	3	00	20	67
			513	2	00	17	12
			513	1	00	24	04
			511	-	00	02	75
			Road	-	00	07	36
			17	1	00	18	09
			17	2	00	12	92
			18	1	00	32	73
			19	-	00	20	81
			24	-	00	09	60
			21	1	00	12	82
			22	1	00	53	37
			21	2	00	09	05
			21	3	00	04	46
			21	4	00	00	66
			11	3	00	12	14
			Road	-	00	10	68
			Govt.517 P.	-	00	32	64
			Chalta No.2	-	00	39	08
			Road	-	00	05	17
			127	-	00	91	98
			126 / 1	P 1	00	12	57
			126 / 1	P 2			
			126/2	-			
			Govt.	-	00	26	21
			Road	-	00	06	76
			Govt.	-	00	39	85
			130	-	00	35	17
			Govt.	-	00	69	38
			185	-	00	22	87
			187	4	00	13	64
			187	3	00	22	97
			187	2	00	18	16
			187	1	00	25	19
			188	-	00	13	08
			189	-	00	85	38
			Govt.	-	00	23	77
			179	-	00	89	14
			177	-	00	36	38
			Road	-	00	08	12
			220	-	00	40	10
			221	1	00	35	22
			260	1	00	08	01
			222	-	00	50	69
			223	-	00	59	20
			248	-	00	78	55
			247	-	00	11	90
			244	-	00	81	80
			245	-	00	00	20
			243	-	01	36	64
			240	-	00	51	37
			Road	-	00	01	58
4	Shiracha	Mundra	295	P 1	00	28	45
			206		00	61	67
			295	P 1	00	48	71
			231	-	00	56	08
			232	-	00	24	76
			234	-	00	64	54
			235	-	00	86	47

1	2	3	4		5		
	Shiracha	Mundra	238	-	00	96	90
			295	P 1	00	16	01
			268	1	00	24	82
			268	2	00	00	20
			283	-	00	32	82
			284	-	00	27	21
			285	-	00	26	37
			286	2	00	46	16
			295	P 1	00	17	14
			39 / 3	P 1	00	19	29
			Cart Track 39 / 3	P 2	00	00	82
			39 / 3	P 1	00	02	71
			39 / 2	P 1	00	32	57
			Cart Track	-	00	06	74
			39 / 2	P 1	00	25	40
			40	-	00	18	48
			41	-	01	16	00
			42	-	00	05	43
			74	-	00	65	37
			73	2	00	24	01
			73	1	00	07	01
			73	3	00	12	30
			73	4	00	03	17
			61	-	01	23	54
			60	-	00	15	42
			59	5	00	15	31
			59	4	00	60	31
5	Deshalpar	Mundra	304	-	00	39	83
			303	-	00	25	48
			306	P 1	00	13	00
			306	P 2			
			302		00	18	85
			306	P 1	00	06	07
			306	P 2			
			309	-	00	48	82
			310	-	01	44	91
			311 / 1	P 1	00	15	92
			311	P 2			
			Road	-	00	07	99
			299	1	00	25	08
			299	2	00	23	63
			298	-	00	59	27
			284	-	01	54	44
			283	1	01	48	63
			283	2			
			281	-	01	07	53
			279	-	00	68	21
			275	-	00	00	90
			278	P 1	01	03	48
			278	P 2			
			Cart Track	-	00	04	29
			276	-	00	45	86
			Road	-	00	06	41
			241	2	00	00	86
			219	1	00	43	04
			219 / 1	P 1			
			219	2	00	15	12
			Road	-	00	11	64

1	2	3	4		5		
	Deshalpar	Mundra	217	-	00	78	23
			218	-	00	17	32
06	Moti Bhujpar	Mundra	Govt. 713	-	03	43	54
			437	-	00	00	20
			713	30	00	03	44
			713	27	00	55	21
			Govt. 713	-	01	62	75
			GAUCHAR-727	-	01	83	48
			439	-	00	02	01
			GAUCHAR-732	-	02	41	39
			472	2	00	09	03
			413	-	00	58	93
			GAUCHAR-713	9	00	31	45
			GAUCHAR-728	-	01	94	56
			468	-	00	47	24
			469	-	00	22	54
			Govt.-713	-	00	44	09
			442	4	00	30	80
			442	3	00	00	20
			713 Road	-	00	12	65
			Govt.-443 P.	4	00	11	05
			443	3	00	28	10
			446	-	00	14	89
			445	-	00	97	80
			444	-	00	00	20
			Road	-	00	07	77
			713 Gauchar	-	02	47	32
			398	-	00	53	72
			396	2	00	29	18
			396	1	00	62	07
			397	-	00	85	99
			395	1	00	09	08
			395	2			
			386	1	00	64	83
			386	2			
			387	-	00	90	08
			379	-	00	66	63
			388	-	00	00	20
			378/1	P 1	00	25	53
			378/1	P 2			
			378	2			
			378	P 3			
			378	P 4			
			333	-	00	50	59
			329	-	00	78	06
			330	-	00	37	89
			331	P 1	00	41	61
			322/1	P 1	00	53	31
			322	1	00	00	20
			321	-	00	62	88
			Road	-	00	03	87
			320	-	00	00	89
			236	P 1	00	01	40
			236	P 2			
			236	3			
			221	P 1	00	20	66
			221	P 2			
			233	-	00	05	44
			220	-	00	90	72

1	2	3	4		5		
7	Pragpar-2	Mundra	Govt.	-	00	18	25
			30	-	00	71	86
			29	P1	00	59	82
			29	P2			
			29	P3			
			Govt.	-	00	46	13
			28	P 1	01	10	57
			28	P 2			
			28	P 3			
			27	-	00	46	99
			26	-	00	29	96
			Govt.	-	00	26	87
			25	-	00	59	78
			24	-	00	65	84
			Govt.	-	00	79	57
			65	P 6	00	56	46
			Govt.	-	03	84	91
			22	P 1	00	10	40
			22	P 2			
			18	-	00	11	43
			17	1	00	36	16
			17	3	00	08	40
			17	2	00	21	72
8	Baraya	Mundra	River	-	00	90	52
			462	-	00	14	57
			461	-	00	14	51
			463	-	00	28	70
			460	-	00	10	13
			465	-	00	18	89
			Canal 509	-	00	31	98
			370	-	00	02	33
			371	-	00	31	22
			372	-	00	32	21
			373	-	00	36	55
			368	-	00	03	23
			365	-	00	44	88
			364	-	00	48	22
			361	-	00	00	67
			363	-	00	24	78
			362	-	00	18	20
			Road 502	-	00	08	85
			354	-	00	59	06
			353	-	00	15	64
			352	-	00	19	12
			348	-	00	50	37
			349	-	00	23	78
			340	-	00	11	65
			341	-	00	00	20
			339	-	01	01	96
			357	-	00	07	84
			Road 494	-	00	14	80
			315	-	00	13	60
			Road 492	-	00	31	09
			Govt.-314	-	00	18	01
			Govt.-313	-	00	00	20
			310	-	00	02	01
			493	-	00	12	92
			312	-	01	04	53
			311	-	00	70	22

1	2	3	4		5		
	Baraya	Mundra	308	-	00	04	48
			302	-	01	15	95
			301	-	00	23	22
			300	-	00	44	78
			293	-	00	96	73
			288	-	00	00	20
			289	-	00	00	20
			292	-	00	88	75
			291	-	00	33	23
9	Pragpar-1	Mundra	218	-	00	49	34
			219	-	00	43	19
			229	-	00	34	81
			232	-	00	32	33
			231	-	01	01	26
			230	-	00	00	20
10	Toda	Mundra	44 River	-	00	78	81
			Govt.6	-	01	14	16
11	Bhorara	Mundra	344	-	00	00	20
			347	-	01	07	11
			390 Road	-	00	14	29
			348	-	00	62	32
			349	-	00	11	37
			350	-	00	35	11
			351	-	00	30	20
			352	-	00	15	03
			353	-	00	50	48
			354	-	00	25	47
			355	-	00	26	97
			356	-	00	46	76
			322	-	00	14	14
			321	-	00	35	92
			320	-	00	36	27
			319	-	00	23	02
			360	-	00	03	60
			318	-	00	47	78
			317 Road	-	00	02	99
			286	-	00	03	06
			287	-	00	31	07
			288	-	00	23	76
			317 Road	-	00	11	17
			283	-	00	10	46
			289	-	00	34	91
			282	-	00	00	13
			290	-	00	65	41
			291	-	00	00	20
			292	-	00	00	20
			293	-	00	00	22
			378	-	00	00	55
			377	-	00	02	78
12	Viraniya	Mundra	GAUCHAR-352	-	00	26	40
			Road	-	00	07	49
			351	-	00	65	97
			349	-	00	08	00
			Govt.-348	-	00	02	29
			345	-	00	00	45
			346	-	00	44	98
			344	-	00	25	29
			343	-	00	21	65

1	2	3	4		5		
13	Gundala	Mundra	528	-	00	91	78
			527	-	00	03	21
			529	1	00	52	79
			529	2			
			252	-	00	02	03
			530	-	00	51	88
			531	P 1	00	17	89
			531	P 2			
			544	-	00	69	28
			543	1	00	51	38
			N.H.Road543/1	P 1	00	16	34
			543	1	00	19	62
			551	-	00	03	44
			550	1	00	65	30
			Road	-	00	19	23
			547	-	00	00	20
			548	-	00	00	20
			549	-	00	80	46
			554	-	00	86	19
			555	P 1	00	51	41
			555	P 2			
			555	2			
			Road	-	00	07	61
			17	P 1	00	17	15
			17	P 2			
			16	-	00	90	20
			6	-	00	84	97
			7	-	00	24	98
			Cart Track	-	00	12	64
			7	-	00	10	38
			Govt.	-	01	10	57
			94	2	00	46	75
			95	-	00	06	06
			133	-	00	72	28
			132	-	00	39	51
			Road	-	00	09	23
			134	-	00	19	90
			138	-	01	26	68
			Govt.	-	00	16	99
			200	-	00	02	20
			201	-	01	43	23
			206	-	00	65	94
			Road	-	00	10	03
			384	-	00	67	27
			385	-	00	02	86
			388	-	00	42	19
			389	-	00	52	82
			390	-	00	00	06
			388	-	00	12	24
			391	-	00	36	64

1	2	3	4		5		
	Gundala	Mundra	382	-	00	29	44
			Cart Track	-	00	06	02
			378	1	00	85	52
			Govt.	-	00	25	21
			376	-	00	03	17
			215	-	00	83	06
			215	P 1			
			215	P 2			
			214/1		00	03	94
			214/2				
14	Tragadi	Mandvi	Govt	-	56	12	04

[F. No. R-12031/2/2018-OR-I/E-26406]

SANTANU DHAR, Under Secy.

नई दिल्ली, 11 जुलाई, 2019

का. आ. 1327.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप-सोमनाथपुर- हल्दिया से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार का अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री बिमल प्रसाद मोहंती, सक्षम प्राधिकारी, पारादीप-सोमनाथपुर-हल्दीआ प्रॉडक्ट पाइपलाइन पारियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइन प्रभाग, क्वार्टर संख्या बी/2, इंडियन ऑयल आवासीय कॉलोनी, मेघडम्बर, पोस्ट बॉक्स: कुरुदा, बालासोर -756056 (ओडिशा) को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला :-	बालासोर				राज्य :- ओडिशा	
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	सोरो	गुड सं 241	618	00	01	37
			619	00	03	54
			621/6194	00	02	53
			621/6195	00	00	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सोरो	गुड सं 241	506/6190	00	00	54
			506	00	00	51
			506/6189	00	00	10
			622	00	06	55
			678	00	00	83
			679	00	00	23
			677	00	00	74
			676	00	02	00
			682/6159	00	01	90
			682	00	01	03
			681	00	00	51
			683	00	00	03
			689	00	00	35
			504	00	04	01
			498	00	01	04
			200	00	06	68
			201	00	02	41
			202	00	00	36
			205	00	01	20
			207	00	01	68
			208	00	06	49
			233	00	04	18
			224	00	00	06
			232	00	02	83
			264	00	06	21
			269	00	00	22
			268	00	00	74
			267	00	02	60
			266	00	02	14
			85	00	01	72
			94	00	03	91
			101	00	02	29
			103	00	01	67
			105	00	02	96
			115	00	03	41

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सोरो	गुड सं 241	116	00	06	45
			117	00	03	09
			123	00	01	56
			124	00	01	38
			125	00	01	68
			127	00	03	38
			128	00	01	24
			129	00	01	85
			130	00	00	72
			131	00	03	41
			132	00	00	81
			141	00	02	84
			142	00	00	10
			140	00	02	21
			893	00	00	89
			892	00	00	20
			894	00	01	70
			895	00	00	67
			896	00	00	10
			897	00	02	14
			890	00	01	35
			1469	00	01	56
			1471	00	03	03
			1470	00	00	13
			1464	00	02	60
			1472	00	01	06
			1463	00	07	54
			1503	00	00	61
			1540	00	00	94
			1504	00	01	97
			1538	00	02	83
			1536	00	01	17
			1547	00	00	10
			1553	00	04	04
			1595	00	00	05

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सोरो	गुड सं 241	1554	00	04	70
			1555	00	00	80
			1556	00	01	65
			1592	00	01	57
			1583	00	01	97
			1584	00	01	20
			1581	00	01	57
			1585	00	01	57
			1586	00	00	81
			1588	00	00	09
			1587	00	01	40
			1651	00	03	63
			1652	00	01	75
			1654	00	00	04
			1656	00	02	71
			1655	00	00	09
			1657	00	02	02
			1649	00	00	13
			1648	00	03	29
			1646	00	00	28
			1661	00	00	11
			1644	00	03	65
			1643	00	00	41
			1641	00	02	76
			1687	00	02	04
			1688	00	03	83
			1689	00	00	46
			1196	00	03	69
			1696	00	00	96
			1695	00	01	32
			1697	00	03	08
			1180	00	01	90
			1177	00	05	39
			2526	00	01	52
			2527	00	00	06

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सोरो	गुड सं 241	2528	00	02	26
			2529	00	01	70
			2533	00	02	01
			2532	00	03	54
			2530	00	00	10
			2531	00	03	63
			2581	00	01	79
			2537	00	00	05
			2580	00	03	26
			2582	00	03	05
			2611	00	02	84
			2613	00	00	24
			2615	00	07	50
			2619	00	00	15
			2620	00	00	32
			2621	00	00	33
			2622	00	00	37
			2623	00	00	58
			2626	00	00	47
			2628	00	00	30
			2627	00	01	08
			2625	00	01	47
			2630	00	00	33

[फा. सं. आर-11025(11)/2/2019-ओआर-I/ई-29478]

शान्तनु धर, अवर सचिव

New Delhi, the 11th July, 2019

S. O. 1327.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur-Haldia, pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bimal Prasad Mohanty, Competent

Authority, Paradip – Somnathpur – Haldia Product Pipeline Project, Indian Oil Corporation Limited, Pipelines Division, Quarter No. B/2, Indian Oil Residential Colony, Meghadambaru, PO: Kuruda, Balasore-756056, Odisha.

Indian Oil Corporation Limited PROJECT : - PARADIP - SOMNATHPUR - HALDIA PIPELINE PROJECT SCHEDULE of 3(1)						
DISTRICT : BALASORE				STATE: ODISHA		
S. No.	Name of Tehsil	Name of Village	Plot No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	SORO	GUR No. 241	618	00	01	37
			619	00	03	54
			621/6194	00	02	53
			621/6195	00	00	34
			506/6190	00	00	54
			506	00	00	51
			506/6189	00	00	10
			622	00	06	55
			678	00	00	83
			679	00	00	23
			677	00	00	74
			676	00	02	00
			682/6159	00	01	90
			682	00	01	03
			681	00	00	51
			683	00	00	03
			689	00	00	35
			504	00	04	01
			498	00	01	04
			200	00	06	68
			201	00	02	41
			202	00	00	36
			205	00	01	20
			207	00	01	68
			208	00	06	49
			233	00	04	18
			224	00	00	06
			232	00	02	83
			264	00	06	21
			269	00	00	22
			268	00	00	74
			267	00	02	60
			266	00	02	14
			85	00	01	72
			94	00	03	91
			101	00	02	29
			103	00	01	67
			105	00	02	96
			115	00	03	41
			116	00	06	45
			117	00	03	09
			123	00	01	56
			124	00	01	38
			125	00	01	68
			127	00	03	38
			128	00	01	24
			129	00	01	85
			130	00	00	72

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SORO	GUR No. 241	131	00	03	41
			132	00	00	81
			141	00	02	84
			142	00	00	10
			140	00	02	21
			893	00	00	89
			892	00	00	20
			894	00	01	70
			895	00	00	67
			896	00	00	10
			897	00	02	14
			890	00	01	35
			1469	00	01	56
			1471	00	03	03
			1470	00	00	13
			1464	00	02	60
			1472	00	01	06
			1463	00	07	54
			1503	00	00	61
			1540	00	00	94
			1504	00	01	97
			1538	00	02	83
			1536	00	01	17
			1547	00	00	10
			1553	00	04	04
			1595	00	00	05
			1554	00	04	70
			1555	00	00	80
			1556	00	01	65
			1592	00	01	57
			1583	00	01	97
			1584	00	01	20
			1581	00	01	57
			1585	00	01	57
			1586	00	00	81
			1588	00	00	09
			1587	00	01	40
			1651	00	03	63
			1652	00	01	75
			1654	00	00	04
			1656	00	02	71
			1655	00	00	09
			1657	00	02	02
			1649	00	00	13
			1648	00	03	29
			1646	00	00	28
			1661	00	00	11
			1644	00	03	65
			1643	00	00	41
			1641	00	02	76
			1687	00	02	04
			1688	00	03	83
			1689	00	00	46
			1196	00	03	69
			1696	00	00	96
			1695	00	01	32
			1697	00	03	08
			1180	00	01	90
			1177	00	05	39

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SORO	GUR No. 241	2526	00	01	52
			2527	00	00	06
			2528	00	02	26
			2529	00	01	70
			2533	00	02	01
			2532	00	03	54
			2530	00	00	10
			2531	00	03	63
			2581	00	01	79
			2537	00	00	05
			2580	00	03	26
			2582	00	03	05
			2611	00	02	84
			2613	00	00	24
			2615	00	07	50
			2619	00	00	15
			2620	00	00	32
			2621	00	00	33
			2622	00	00	37
			2623	00	00	58
			2626	00	00	47
			2628	00	00	30
			2627	00	01	08
			2625	00	01	47
			2630	00	00	33

[F. No. R-11025(11)/2019-OR-I/E-29478]

SANTANU DHAR, Under Secy.

नई दिल्ली, 11 जुलाई, 2019

का.आ. 1328.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि ओडिशा राज्य में पारादीप-सोमनाथपुर-हल्दीआ से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको इस अधिसूचना से भारत के राजपत्र कि प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री बिमल प्रसाद मोहंती, सक्षम प्राधिकारी, पारादीप-सोमनाथपुर-हल्दीआ प्रॉडक्ट पाइपलाइन पारियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइन प्रभाग, क्वार्टर संख्या बी/2, इंडियन ऑयल आवासीय कॉलोनी, मेघडम्बरू, पोस्ट बॉक्स : कुरुदा, बालासोर -756056 (ओडिशा) को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ प्रॉडक्ट पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला-	बालासोर			राज्य :- ओडिशा		
क्र.सं	तहसील का नाम	गाँव का नाम	प्लॉट क्रमांक	क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	रेमुना	पटरा - 250	1	00	01	49
			2	00	00	15
2	रेमुना	हिराटिकरी - 227	1423	00	03	27
			1422	00	04	80
			863	00	01	09
			859	00	05	98
			868	00	11	00
3	रेमुना	पहाडपुर - 217	214	00	05	54
			179	00	00	76
			183	00	03	36
			181	00	00	02
			182	00	01	88
			184	00	00	11
			180	00	04	02
			166	00	03	33
			185	00	00	13
			165	00	06	52
			160	00	02	74
			159	00	09	26
			157	00	12	73
			156	00	06	82
			155	00	06	19
			150	00	01	32
			149	00	01	77
			148	00	01	04
			147	00	01	36
			144	00	02	77
			146	00	07	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	पहाडपुर - 217	145	00	00	80
			78	00	06	54
			24	00	06	97
			23	00	01	27
			16	00	00	20
			18	00	00	20
			19	00	00	20
			20	00	04	06
			17	00	07	24
4	रेमुना	हल्दिया - 77	1523	00	10	79
			1490	00	00	03
			1491	00	03	92
			1492	00	06	03
			1480	00	00	01
			1479	00	04	74
5	रेमुना	पादाबडगाँ - 44	3185/3054	00	00	04
6	रेमुना	बडपाल - 88	1486	00	00	05
7	बालासोर	खाननगर - 210	1925/2047	00	00	20

[फा. सं. आर-11025(11)/2/2019-ओआर-I/ई-29478]

शान्तनु धर, अवर सचिव

New Delhi, the 11th July, 2019

S. O. 1328.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur –Haldia, a pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bimal Prasad Mohanty, Competent Authority, Paradip – Somnathpur – Haldia Product Pipeline Project, Indian Oil Corporation Limited, Pipelines Division, Quarter No. B/2, Indian Oil Residential Colony, Meghadambaru, PO: Kuruda, Balasore-756056, Odisha.

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PRODUCT PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : BALASORE				STATE: ODISHA		
Sl. No.	Name of Tehsil	Name of Village	Plot No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	REMUNA	PATARA - 250	1	00	01	49
			2	00	00	15
2	REMUNA	HIRATIKIRI - 227	1423	00	03	27
			1422	00	04	80
			863	00	01	09
			859	00	05	98
			868	00	11	00
3	REMUNA	PAHADAPUR - 217	214	00	05	54
			179	00	00	76
			183	00	03	36
			181	00	00	02
			182	00	01	88
			184	00	00	11
			180	00	04	02
			166	00	03	33
			185	00	00	13
			165	00	06	52
			160	00	02	74
			159	00	09	26
			157	00	12	73
			156	00	06	82
			155	00	06	19
			150	00	01	32
			149	00	01	77
			148	00	01	04
			147	00	01	36
			144	00	02	77
			146	00	07	02
			145	00	00	80
			78	00	06	54
			24	00	06	97
			23	00	01	27
			16	00	00	20
			18	00	00	20
			19	00	00	20
			20	00	04	06
			17	00	07	24
4	REMUNA	HALADIA - 77	1523	00	10	79
			1490	00	00	03
			1491	00	03	92
			1492	00	06	03
			1480	00	00	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	REMUNA	HALADIA - 77	1479	00	04	74
5	REMUNA	PADABADAGAN - 44	3185/3054	00	00	04
6	REMUNA	BADPAL - 88	1486	00	00	05
7	BALASORE	KHANNAGAR - 210	1925/2047	00	00	20

[F. No. R-11025(11)/2019-OR-I/E-29478]

SANTANU DHAR, Under Secy.

नई दिल्ली, 11 जुलाई, 2019

का. आ. 1329.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप-सोमनाथपुर-हल्दीआ से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइप लाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाईन्स (भूमि उपयोग के अधिकार अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री बिमल प्रसाद मोहंती, सक्षम प्राधिकारी, पारादीप-सोमनाथपुर-हल्दीआ प्रॉडक्ट पाइपलाईन पारियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाईन प्रभाग, क्वार्टर संख्या बी/2, इंडियन ऑयल आवासीय कॉलोनी, मेघडम्बरू, पोस्ट बॉक्स: कुरुदा, बालासोर- 756056 (ओडिशा) को लिखित रूप से आक्षेप भेज सकेगा।

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ पाइपलाईन परियोजना						
3(1) अनुसूची						
जिला :-	बालासोर			राज्य :- ओडिशा		
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	बालासोर	कुअँरपुर - 288	220	00	01	33
			216	00	10	82
			210	00	00	80
			182	00	00	01
			184	00	04	98
			185	00	01	54
			186	00	01	97

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	कुअँरपुर - 288	205	00	01	04
			187	00	00	20
			204	00	04	92
			192	00	03	88
			196	00	02	29
			195	00	01	07
			302	00	00	47
			303	00	00	42
			304	00	00	53
			544	00	01	02
			536	00	02	73
			537	00	02	25
			532	00	01	40
			531	00	01	29
			525	00	06	55
			519	00	02	59
			514	00	00	38
			513	00	03	72
			512	00	00	04
			562	00	01	51
			565	00	06	49
			569	00	04	89
			568	00	04	80
			695	00	00	39
			570	00	00	19
			571	00	02	12
			688	00	03	82
			692	00	00	20
			691	00	05	31
			691/1567	00	00	61
			689	00	07	39
			685	00	04	46
			669	00	00	60
			670	00	05	16
			668	00	04	18

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	कुअँरपुर - 288	667	00	03	49
			666	00	02	03
2	बालासोर	चंडीपुर - 278	403/525	00	01	93
			403	00	00	20
			421	00	03	39
			422	00	00	10
			418	00	00	37
			419	00	02	60
			420	00	01	93
			416	00	00	18
			413	00	00	46
			414	00	02	04
			415	00	00	67
			410	00	02	31
			356	00	03	14
			357	00	04	32
			354	00	00	45
			352/508	00	02	56
			352	00	00	31
			350	00	03	81
			349	00	00	63
			348	00	01	37
3	बालासोर	भीमपुर - 279	162	00	04	48
			161	00	02	98
			157	00	02	55
			156	00	02	51
			149	00	04	41
			145	00	04	28
			143	00	01	85
			136	00	02	94
			137	00	01	54
			130	00	03	07
			130/4385	00	02	83
			104	00	00	81
			105	00	01	43

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	भीमपुर - 279	106	00	00	11
			107	00	03	51
			108	00	02	29
			121	00	00	20
			111	00	00	21
			110	00	00	52
			90/4585	00	00	20
			109	00	04	21
			90	00	00	20
			89	00	01	67
			88	00	02	11
			87	00	00	34
			80	00	02	96
			78	00	01	58
			77	00	02	37
			62	00	02	40
			61	00	00	33
			51	00	02	36
			54	00	01	58
			55	00	01	67
			56	00	02	37
			36	00	00	71
			35	00	02	98
			34	00	01	52
			22	00	03	26
			25	00	07	18
			29	00	00	16
			26	00	03	28
			27	00	02	20
			268	00	01	45
			275	00	04	87
			276	00	03	03
			1	00	00	72
4	बालासोर	छेलीआपदा - 277	491	00	03	24
			492	00	02	99

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	छेलीआपदा - 277	493	00	02	51
			494	00	01	02
			446	00	02	22
			448	00	00	96
			447	00	00	84
			449	00	00	07
			450	00	02	12
			455	00	00	05
			451/521	00	03	59
			451/522	00	00	10
			451	00	02	51
			452	00	02	93
			453	00	01	30
			408	00	00	79
			453/552	00	00	03
			407	00	03	81
			405	00	01	39
			414	00	02	44
			415	00	01	76
			404	00	03	64
			344	00	02	43
			341	00	04	76
			340	00	01	48
			338	00	03	37
			337	00	02	28
			310	00	03	35
			311	00	00	06
			313	00	00	04
			312	00	03	04
			309	00	00	12
			315	00	04	88
5	बालासोर	गोबिन्दा - 212	971	00	08	10
			970	00	01	39
			965	00	00	20
			962	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	गोबिन्दा - 212	961	00	00	20
			980	00	07	94
			981	00	05	03
			982	00	00	46
			983	00	07	40
			987	00	02	05
			988	00	05	64
			1015	00	00	32
			1069	00	06	76
			1070	00	01	20
			1071	00	09	36
			1461	00	01	04
			1458	00	08	88
			1457	00	03	52
			1456	00	01	51
			1454	00	04	13
			1453	00	04	76
			1355	00	00	31
			1244	00	08	30
			1245	00	07	48
			1249	00	12	35
			1246	00	00	20
6	बालासोर	कंटाबनिया - 224	28	00	05	74
			27	00	02	90
			26	00	05	89
			25	00	00	09
			17	00	00	22
			16	00	00	15
			2	00	02	24
			3/152	00	00	30
			3	00	18	73
			4	00	02	08
7	बालासोर	खंडाहार - 216	1017	00	13	14
			1011	00	01	63
			1018	00	00	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	खंडाहार - 216	1010	00	09	52
			1006	00	00	77
			1007	00	06	10
			1005	00	01	56
			1004	00	06	19
			1068	00	01	02
			1104	00	07	04
			1103	00	05	21
			1105	00	00	20
			1106	00	04	71
			1124	00	16	67
			1120	00	05	21
			1123	00	00	14
			1122	00	06	19
			1121	00	02	02
			1131	00	04	35
8	बालासोर	नयापारा - 213	1118	00	02	04
			1119	00	04	47
			1120	00	02	31
			1276	00	09	52
			1122	00	00	02
			1123	00	11	19
			1124	00	00	29
			1127	00	00	34
			1126	00	04	00
			1125	00	07	65
			1068	00	01	79
			1067	00	01	96
			1066	00	02	37
			823	00	09	73
			840	00	03	29
			839	00	05	23
			838	00	00	59
			835	00	08	76
			833	00	01	30

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	नयापारा - 213	721	00	00	02
			836	00	03	74
			876	00	00	49
			877	00	00	46
			878	00	03	18
			879	00	02	77
			881	00	08	05
			885	00	07	77
9	बालासोर	राइसुआँ - 127	1744	00	03	58
			1747	00	05	56
			1746	00	02	23
			1766	00	10	74
			1767	00	01	35
			1726	00	05	09
			1725	00	08	41
			1784	00	03	24
			1785	00	03	99
			1710	00	00	20
			1787	00	04	58
			1793	00	06	48
			1694	00	11	04
			1698	00	04	94
			1696	00	00	10
			1695	00	00	10
			1682	00	00	02
			1687	00	00	10
			1683	00	02	36
			1684	00	02	16
			1680	00	00	08
			1638	00	08	35
			1639	00	00	71
			1640	00	00	20
			1646	00	00	99
			1642	00	01	00
			1641	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
10	बालासोर	शाहाजानगर - 276	48/1684	00	01	96
			42	00	01	62
			47	00	02	38
			45	00	01	84
			44	00	02	06
			44/1792	00	00	10
			43	00	01	96
			41	00	02	21
			37	00	00	05
			38	00	02	73
			36	00	01	64
			36/1495	00	00	83
			35	00	01	17
			34	00	01	39
			33	00	00	80
			21	00	00	04
			22	00	02	91
			23	00	02	79
			24	00	00	10
			16	00	07	10
			15	00	03	38
			8	00	00	20
			9	00	04	32
			7	00	09	79
			4	00	02	88
			1	00	01	04
11	बालासोर	जयदेबकसपा-274	2282	00	00	56
			2283	00	10	22
			2284	00	04	28
			2285	00	02	58
			2286	00	00	20
12	बालासोर	आगमउदा - 206	681	00	07	83
			682	00	07	63
			686	00	04	89
			687	00	04	79

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	आगमउदा - 206	653	00	00	43
			614	00	05	98
			613	00	07	41
			612	00	00	20
			601	00	04	38
			607/709	00	01	42
			607	00	05	44
			608	00	03	64
			606	00	01	14
			569	00	00	31
			502	00	10	88
			503	00	03	36
			504	00	02	40
			557	00	00	89
			556	00	09	94
			555	00	02	15
			543	00	04	48
			538	00	04	76
			530	00	01	44
13	बालासोर	ओलाओल - 226	19	00	00	05
			20	00	01	74
			24	00	01	45
			21	00	01	79
			22	00	00	20
			17	00	08	39
			23	00	03	18
14	बालासोर	कादमउदा - 207	473	00	02	80
			474	00	05	15
			471	00	00	20
			470	00	02	61
			426	00	00	16
			468	00	04	03
			467	00	01	32
			427	00	01	47
			428	00	00	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	कादमउदा - 207	465	00	02	55
			431	00	09	24
			432	00	01	28
			433	00	00	44
			434	00	06	34
			437	00	01	20
			436	00	01	57
			435	00	03	49
			443	00	02	41
			441	00	00	20
			442	00	04	27
			447	00	08	85
15	बालासोर	बरहमपुर - 208	1092	00	01	38
			1116	00	08	65
			1115	00	01	92
			1111	00	06	96
			1112	00	01	33
			1110	00	03	59
			1103	00	00	28
			1104	00	02	39
			1105	00	00	78
			1039	00	00	53
			1007	00	00	69
			1005	00	05	73
			1006	00	00	75
			1003	00	05	92
			1002	00	03	12
16	बालासोर	काद - 209	7	00	00	57
			6	00	09	11
			1	00	03	35
			2	00	04	27
17	बालासोर	मिरिगिमुण्डी - 201	1128	00	00	58
			1129	00	08	09
			1138	00	06	69
			1133	00	11	49

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	मिरिगिमुण्डी - 201	1134	00	01	00
			1043	00	10	55
			1040	00	03	91
			1041	00	00	66
			1038	00	04	65
			1037	00	03	84
			1035	00	07	13
			1021	00	00	53
			1014	00	05	15
			1015	00	00	20
			1017	00	07	03
			940	00	02	57
18	बालासोर	हुजा - 194	1	00	01	51
			16	00	00	10
			14	00	02	49
			13	00	09	22
			12	00	00	10
			11	00	03	75
			32	00	03	25
			31	00	01	21
			33	00	00	17
			42	00	05	81
			37	00	01	40
			38	00	07	52
			39	00	00	66
19	बालासोर	शक्तिराम - 200	337	00	00	60
			316	00	05	43
			317	00	04	65
			318	00	00	34
			314	00	05	22
			319	00	03	09
			313	00	06	88
			322	00	01	28
			185	00	00	20
			181	00	07	95

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	शक्तिराम - 200	180	00	04	91
			179	00	04	57
			173	00	00	39
			161	00	07	10
			162	00	00	60
			170	00	00	41
			169	00	02	92
			168	00	02	30
			165	00	01	84
			164	00	01	96
			163	00	05	27
			151	00	01	43
			379	00	01	69
20	बालासोर	आंको - 199	2240	00	00	67
			2241	00	03	60
			2242	00	03	30
			2243	00	03	66
			2247	00	02	78
			2248	00	10	53
			2249	00	00	76
			2004	00	06	98
			2003	00	00	12
			2002	00	13	37
			1999	00	00	31
			2001	00	04	22
			1991	00	00	45
			1957	00	01	30
			1966	00	03	48
			1958	00	07	29
			1951	00	05	18
			1949	00	03	11
			1947	00	00	71
			1948	00	06	03
21	बालासोर	मईषियाली - 186	115	00	00	96
			111	00	00	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	बालासोर	मईषियाली - 186	116	00	05	16
			110	00	02	97
			108	00	00	54
			45	00	03	14
			46	00	01	80
			48	00	05	46
			49	00	05	17
			51	00	01	01
			52	00	15	27
			53	00	01	80
			54	00	00	10
			37	00	15	56
			24	00	06	06
			20	00	05	64
			19	00	02	47
			3	00	01	89
			2	00	01	99
			1	00	01	34
22	बालासोर	टोलकडिहा - 196	1	00	00	20
			5	00	00	20
			6	00	00	20

[फा. सं. आर-11025(11)/2/2019-ओआर-I/ई-29478]

शान्तनु धर, अवर सचिव

New Delhi, the 11th July, 2019

S. O. 1329.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur-Haldia a, pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bimal Prasad Mohanty, Competent Authority, Paradip – Somnathpur – Haldia Product Pipeline Project, Indian Oil Corporation Limited, Pipelines Division, Quarter No. B/2, Indian Oil Residential Colony, Meghadambaru, PO: Kuruda, Balasore-756056, Odisha.

SCHEDULE Indian Oil Corporation Limited PROJECT : - PARADIP - SOMNATHPUR - HALDIA PIPELINE PROJECT SCHEDULE of 3(1)						
DISTRICT :	BALASORE				STATE:	ODISHA
Sl. No.	Name of Tehsil	Name of Village	Survey No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	BALASORE	KUANRPUR - 288	220	00	01	33
			216	00	10	82
			210	00	00	80
			182	00	00	01
			184	00	04	98
			185	00	01	54
			186	00	01	97
			205	00	01	04
			187	00	00	20
			204	00	04	92
			192	00	03	88
			196	00	02	29
			195	00	01	07
			302	00	00	47
			303	00	00	42
			304	00	00	53
			544	00	01	02
			536	00	02	73
			537	00	02	25
			532	00	01	40
			531	00	01	29
			525	00	06	55
			519	00	02	59
			514	00	00	38
			513	00	03	72
			512	00	00	04
			562	00	01	51
			565	00	06	49
			569	00	04	89
			568	00	04	80
			695	00	00	39
			570	00	00	19
			571	00	02	12
			688	00	03	82
			692	00	00	20
			691	00	05	31
			691/1567	00	00	61
			689	00	07	39
			685	00	04	46
			669	00	00	60
			670	00	05	16
			668	00	04	18
			667	00	03	49
			666	00	02	03
2	BALASORE	CHANDIPUR - 278	403/525	00	01	93
			403	00	00	20
			421	00	03	39
			422	00	00	10
			418	00	00	37
			419	00	02	60

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BALASORE	CHANDIPUR - 278	420	00	01	93
			416	00	00	18
			413	00	00	46
			414	00	02	04
			415	00	00	67
			410	00	02	31
			356	00	03	14
			357	00	04	32
			354	00	00	45
			352/508	00	02	56
			352	00	00	31
			350	00	03	81
			349	00	00	63
			348	00	01	37
3	BALASORE	BHIMPUR - 279	162	00	04	48
			161	00	02	98
			157	00	02	55
			156	00	02	51
			149	00	04	41
			145	00	04	28
			143	00	01	85
			136	00	02	94
			137	00	01	54
			130	00	03	07
			130/4385	00	02	83
			104	00	00	81
			105	00	01	43
			106	00	00	11
			107	00	03	51
			108	00	02	29
			121	00	00	20
			111	00	00	21
			110	00	00	52
			90/4585	00	00	20
			109	00	04	21
			90	00	00	20
			89	00	01	67
			88	00	02	11
			87	00	00	34
			80	00	02	96
			78	00	01	58
			77	00	02	37
			62	00	02	40
			61	00	00	33
			51	00	02	36
			54	00	01	58
			55	00	01	67
			56	00	02	37
			36	00	00	71
			35	00	02	98
			34	00	01	52
			22	00	03	26
			25	00	07	18
			29	00	00	16
			26	00	03	28
			27	00	02	20
			268	00	01	45
			275	00	04	87
			276	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			1	00	00	72
4	BALASORE	CHHELIAPADA - 277	491	00	03	24
			492	00	02	99
			493	00	02	51
			494	00	01	02
			446	00	02	22
			448	00	00	96
			447	00	00	84
			449	00	00	07
			450	00	02	12
			455	00	00	05
			451/521	00	03	59
			451/522	00	00	10
			451	00	02	51
			452	00	02	93
			453	00	01	30
			408	00	00	79
			453/552	00	00	03
			407	00	03	81
			405	00	01	39
			414	00	02	44
			415	00	01	76
			404	00	03	64
			344	00	02	43
			341	00	04	76
			340	00	01	48
			338	00	03	37
			337	00	02	28
			310	00	03	35
			311	00	00	06
			313	00	00	04
			312	00	03	04
			309	00	00	12
			315	00	04	88
5	BALASORE	GOBINDA - 212	971	00	08	10
			970	00	01	39
			965	00	00	20
			962	00	00	20
			961	00	00	20
			980	00	07	94
			981	00	05	03
			982	00	00	46
			983	00	07	40
			987	00	02	05
			988	00	05	64
			1015	00	00	32
			1069	00	06	76
			1070	00	01	20
			1071	00	09	36
			1461	00	01	04
			1458	00	08	88
			1457	00	03	52
			1456	00	01	51
			1454	00	04	13
			1453	00	04	76
			1355	00	00	31
			1244	00	08	30
			1245	00	07	48

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BALASORE	GOBINDA - 212	1249	00	12	35
			1246	00	00	20
6	BALASORE	KANTABANIA - 224	28	00	05	74
			27	00	02	90
			26	00	05	89
			25	00	00	09
			17	00	00	22
			16	00	00	15
			2	00	02	24
			3/152	00	00	30
			3	00	18	73
			4	00	02	08
7	BALASORE	KHANDAHARA - 216	1017	00	13	14
			1011	00	01	63
			1018	00	00	01
			1010	00	09	52
			1006	00	00	77
			1007	00	06	10
			1005	00	01	56
			1004	00	06	19
			1068	00	01	02
			1104	00	07	04
			1103	00	05	21
			1105	00	00	20
			1106	00	04	71
			1124	00	16	67
			1120	00	05	21
			1123	00	00	14
			1122	00	06	19
			1121	00	02	02
			1131	00	04	35
8	BALASORE	NAYAPARA - 213	1118	00	02	04
			1119	00	04	47
			1120	00	02	31
			1276	00	09	52
			1122	00	00	02
			1123	00	11	19
			1124	00	00	29
			1127	00	00	34
			1126	00	04	00
			1125	00	07	65
			1068	00	01	79
			1067	00	01	96
			1066	00	02	37
			823	00	09	73
			840	00	03	29
			839	00	05	23
			838	00	00	59
			835	00	08	76
			833	00	01	30
			721	00	00	02
			836	00	03	74
			876	00	00	49
			877	00	00	46
			878	00	03	18
			879	00	02	77
			881	00	08	05
			885	00	07	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
9	BALASORE	RAISUAN - 127	1744	00	03	58
			1747	00	05	56
			1746	00	02	23
			1766	00	10	74
			1767	00	01	35
			1726	00	05	09
			1725	00	08	41
			1784	00	03	24
			1785	00	03	99
			1710	00	00	20
			1787	00	04	58
			1793	00	06	48
			1694	00	11	04
			1698	00	04	94
			1696	00	00	10
			1695	00	00	10
			1682	00	00	02
			1687	00	00	10
			1683	00	02	36
			1684	00	02	16
			1680	00	00	08
			1638	00	08	35
			1639	00	00	71
			1640	00	00	20
			1646	00	00	99
			1642	00	01	00
			1641	00	01	51
10	BALASORE	SAHAJANAGAR - 276	48/1684	00	01	96
			42	00	01	62
			47	00	02	38
			45	00	01	84
			44	00	02	06
			44/1792	00	00	10
			43	00	01	96
			41	00	02	21
			37	00	00	05
			38	00	02	73
			36	00	01	64
			36/1495	00	00	83
			35	00	01	17
			34	00	01	39
			33	00	00	80
			21	00	00	04
			22	00	02	91
			23	00	02	79
			24	00	00	10
			16	00	07	10
			15	00	03	38
			8	00	00	20
			9	00	04	32
			7	00	09	79
			4	00	02	88
			1	00	01	04
11	BALASORE	JAYDEBKASAPA - 274	2282	00	00	56
			2283	00	10	22
			2284	00	04	28
			2285	00	02	58
			2286	00	00	20
12	BALASORE	AGAMAUDA - 206	681	00	07	83

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BALASORE	AGAMAUDA - 206	682	00	07	63
			686	00	04	89
			687	00	04	79
			653	00	00	43
			614	00	05	98
			613	00	07	41
			612	00	00	20
			601	00	04	38
			607/709	00	01	42
			607	00	05	44
			608	00	03	64
			606	00	01	14
			569	00	00	31
			502	00	10	88
			503	00	03	36
			504	00	02	40
			557	00	00	89
			556	00	09	94
			555	00	02	15
			543	00	04	48
			538	00	04	76
			530	00	01	44
13	BALASORE	ALAOL - 226	19	00	00	05
			20	00	01	74
			24	00	01	45
			21	00	01	79
			22	00	00	20
			17	00	08	39
			23	00	03	18
14	BALASORE	KADAMOUDA - 207	473	00	02	80
			474	00	05	15
			471	00	00	20
			470	00	02	61
			426	00	00	16
			468	00	04	03
			467	00	01	32
			427	00	01	47
			428	00	00	26
			465	00	02	55
			431	00	09	24
			432	00	01	28
			433	00	00	44
			434	00	06	34
			437	00	01	20
			436	00	01	57
			435	00	03	49
			443	00	02	41
			441	00	00	20
			442	00	04	27
			447	00	08	85
15	BALASORE	BERHAMPUR - 208	1092	00	01	38
			1116	00	08	65
			1115	00	01	92
			1111	00	06	96
			1112	00	01	33
			1110	00	03	59
			1103	00	00	28
			1104	00	02	39
			1105	00	00	78

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BALASORE	BERHAMPUR - 208	1039	00	00	53
			1007	00	00	69
			1005	00	05	73
			1006	00	00	75
			1003	00	05	92
			1002	00	03	12
16	BALASORE	KADA - 209	7	00	00	57
			6	00	09	11
			1	00	03	35
			2	00	04	27
17	BALASORE	MIRIGIMUNDI - 201	1128	00	00	58
			1129	00	08	09
			1138	00	06	69
			1133	00	11	49
			1134	00	01	00
			1043	00	10	55
			1040	00	03	91
			1041	00	00	66
			1038	00	04	65
			1037	00	03	84
			1035	00	07	13
			1021	00	00	53
			1014	00	05	15
			1015	00	00	20
			1017	00	07	03
			940	00	02	57
18	BALASORE	HUJA - 194	1	00	01	51
			16	00	00	10
			14	00	02	49
			13	00	09	22
			12	00	00	10
			11	00	03	75
			32	00	03	25
			31	00	01	21
			33	00	00	17
			42	00	05	81
			37	00	01	40
			38	00	07	52
			39	00	00	66
19	BALASORE	SAKTIRAM - 200	337	00	00	60
			316	00	05	43
			317	00	04	65
			318	00	00	34
			314	00	05	22
			319	00	03	09
			313	00	06	88
			322	00	01	28
			185	00	00	20
			181	00	07	95
			180	00	04	91
			179	00	04	57
			173	00	00	39
			161	00	07	10
			162	00	00	60
			170	00	00	41
			169	00	02	92
			168	00	02	30
			165	00	01	84
			164	00	01	96

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BALASORE	SAKTIRAM - 200	163	00	05	27
			151	00	01	43
			379	00	01	69
20	BALASORE	ANKO - 199	2240	00	00	67
			2241	00	03	60
			2242	00	03	30
			2243	00	03	66
			2247	00	02	78
			2248	00	10	53
			2249	00	00	76
			2004	00	06	98
			2003	00	00	12
			2002	00	13	37
			1999	00	00	31
			2001	00	04	22
			1991	00	00	45
			1957	00	01	30
			1966	00	03	48
			1958	00	07	29
			1951	00	05	18
			1949	00	03	11
			1947	00	00	71
			1948	00	06	03
21	BALASORE	MAINSIALI - 186	115	00	00	96
			111	00	00	22
			116	00	05	16
			110	00	02	97
			108	00	00	54
			45	00	03	14
			46	00	01	80
			48	00	05	46
			49	00	05	17
			51	00	01	01
			52	00	15	27
			53	00	01	80
			54	00	00	10
			37	00	15	56
			24	00	06	06
			20	00	05	64
			19	00	02	47
			3	00	01	89
			2	00	01	99
			1	00	01	34
22	BALASORE	TOLAKADIHA - 196	1	00	00	20
			5	00	00	20
			6	00	00	20

[F. No. R-11025(11)/2019-OR-I/E-29478]

SANTANU DHAR, Under Secy.

नई दिल्ली, 11 जुलाई, 2019

का. आ. 1330.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप-सोमनाथपुर-हल्दीआ से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स (भूमि उपयोग के अधिकार अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री बिमल प्रसाद मोहंती, सक्षम प्राधिकारी, पारादीप-सोमनाथपुर-हल्दीआ पाइपलाइन पारियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइन प्रभाग, क्वार्टर संख्या बी/2, इंडियन ऑयल आवासीय कॉलोनी, मेघडम्बरू, पोस्ट बॉक्स: कुरुदा, बालासोर -756056 (ओडिशा) को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला :-	बालासोर			राज्य :- ओडिशा		
क्र.सं.	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	बहानगा	पट्टिमुण्डा - 249	142	00	00	92
			71	00	03	87
			70	00	00	05
			238	00	00	85
			46	00	01	33
			52	00	01	92
			47	00	02	49
			48	00	04	54
			5	00	03	11
			4	00	02	64
2	बहानगा	दियानपाही - 252	219	00	02	83
			220	00	03	93
			217	00	00	05
			216	00	06	82
			223	00	05	31
			209	00	00	32
			207	00	02	48
			206	00	04	17
			205	00	02	90
			204	00	02	87
			200	00	03	08
			201	00	00	43

	बहानगा	दियानपाही - 252	199	00	06	19
			154	00	06	99
			153	00	04	48
			152	00	02	42
			151	00	00	20
			1	00	00	74
3	बहानगा	बलिकितिरान - 253	770	00	01	03
			769	00	00	80
			581	00	01	67
			584	00	02	51
			585	00	02	88
			590	00	04	31
			591	00	03	37
			594	00	03	98
			593	00	00	46
			596	00	03	46
			598	00	02	07
			600	00	01	67
			607	00	06	31
			606	00	01	03
			605	00	01	97
			470	00	03	51
			454	00	06	46
			455	00	03	34
			456	00	00	88
			457	00	02	24
			458/797	00	00	64
			460	00	01	61
			438	00	00	18
			436	00	05	56
			434	00	01	31
			305	00	00	61
			345	00	01	14
			346	00	07	12
			347	00	00	18
			348	00	01	08

	बहानगा	बलिकितिरान - 253	349	00	00	91
			603	00	00	20
4	बहानगा	छातुबाटी - 255	141	00	00	81
			169	00	00	57
			294	00	02	03
			290	00	02	96
			295	00	00	43
			289	00	10	37
			285	00	04	86
			286	00	01	54
			283	00	00	08
			284	00	12	67
			223	00	00	75
			276	00	02	25
			275	00	01	46
			272	00	01	77
			274	00	02	35
			273	00	02	41
			267	00	04	88
			268	00	00	05
			262	00	03	56
			263	00	00	06
			260	00	02	39
			256	00	00	05
			257	00	04	14
			258	00	02	26
5	बहानगा	झडता - 88	626	00	00	46
			627	00	01	36
			633	00	00	84
			634	00	00	76
			635	00	00	55
			637	00	07	99
			638	00	01	22
			640	00	01	21
			639	00	07	98
			645	00	03	60

6	बहानगा	पोडाडिहा - 258	1234	00	02	18
			1237	00	01	06
			1236	00	01	08
			1241	00	00	55
			1240	00	02	11
			1239	00	00	10
			1244	00	01	97
			1223	00	02	34
			1222	00	00	22
			1208	00	02	89
			1217	00	01	25
			1216	00	00	96
			1215	00	00	53
			1213	00	00	41
			1214	00	01	21
			907	00	02	05
			909	00	02	67
			827	00	00	46
7	बहानगा	सहसपुरा - 90	2927	00	01	83
			2926	00	00	67
			2925	00	00	53
			2924	00	02	71
			2888	00	00	48
8	बहानगा	रणभंजपुर - 92	7	00	00	72
			8	00	01	48
			2/408	00	00	83
			6	00	04	96
			2	00	01	36
			5	00	01	81
			2/407	00	01	30
			4	00	01	31
			3	00	00	15
9	बहानगा	रहाणीगंज - 128	923	00	02	00
			924	00	03	92
			930	00	01	58
			932	00	06	37

	बहानगा	रहाणीगंज - 128	933	00	02	04
			961	00	02	35
			955	00	05	50
			954	00	05	22
			952	00	01	18
			951	00	07	25
			979	00	00	05
			981	00	03	26
			982	00	02	51
			983	00	02	08
			989	00	04	17
			986	00	00	07
			988	00	05	39
			992	00	00	12
			993	00	04	14
			861	00	00	05
			860	00	16	10
			833	00	03	65
			834	00	00	74
			831	00	03	22
			835	00	00	66
			836	00	00	87
			830	00	02	88
			829	00	04	29
			827	00	01	95
			488	00	04	45
10	बहानगा	अंजी - 342	1339	00	00	80
			1335	00	04	54
			1336	00	01	17
			1338	00	03	95
			1341	00	06	60
			1343	00	00	08
			1342	00	02	61
			1346	00	04	67
			1347	00	00	12
			1352	00	03	40

	बहानगा	अंजी - 342	1353	00	01	14
			1351	00	03	14
			2792	00	00	59
			1350	00	00	61
			2792/2954	00	02	61
			2791	00	01	88
			2794	00	03	34
			2790/2927	00	02	06
			2790/2928	00	01	97
			2789	00	00	40
			2804	00	02	01
			2805	00	03	49
			2819	00	00	05
			2821	00	01	82
			2824	00	00	28
			2825	00	01	35
			2779	00	02	74
			2780	00	00	13
			2776	00	01	65
			2771	00	01	14
			2770	00	03	62
			2769	00	00	38
			2768	00	04	91
			2767	00	03	43
			2840	00	00	05
			2766	00	00	75
			2762	00	02	68
			2761	00	00	36
			2760	00	01	61
			2634	00	16	82
			2484	00	01	50
			2482	00	02	09
			2481	00	01	74
			2480	00	04	31
			2479	00	01	83
			2478	00	00	41

	बहानगा	अंजी - 342	2463	00	04	16
			2467	00	00	94
			2465	00	00	13
			2466	00	00	72
			2464	00	06	34
			2412	00	00	05
			2413	00	00	49
			2414	00	04	31
			2408	00	01	21
			2405	00	01	19
			2407	00	01	80
			2406	00	01	43
			2383	00	03	56
			2382	00	01	28
			2381	00	05	99
			2368	00	06	48
			2339	00	01	89
			2340	00	00	85
			2356	00	00	05
			2341	00	00	95
			2341/2941	00	00	44
			2349	00	01	02
			2355	00	01	53
			2352	00	08	17
			2351	00	00	33
			2245	00	02	75
			2243	00	00	05
			2242	00	02	48
			2235	00	00	03
			2238	00	04	73
			2237	00	02	89
			2236	00	02	09
			2483	00	00	20
			2353	00	00	20
11	बहानगा	कान्हेइओगालपुर - 89	677	00	01	94
			713	00	03	43

	बहानगा	कान्हेइओगालपुर - 89	714	00	01	01
			712	00	03	42
			708	00	02	42
			684	00	00	73
			685	00	01	38
			686	00	07	52
			689	00	00	37
			690	00	00	73
			691	00	00	43
			673	00	04	86
			694	00	00	12
			672	00	01	93
			744	00	00	28
			745	00	03	53
			746	00	01	86
			743	00	00	23
			747	00	01	57
			757	00	03	17
			765	00	01	93
			764	00	01	15
			763	00	02	15
			762	00	01	36
			791	00	05	14
			787	00	04	09
			786/1070	00	04	42
			781	00	11	50
			780	00	04	66
			776	00	00	05
			778	00	06	18
			777	00	02	79
			893	00	02	28
			895	00	05	93
			892	00	00	61
			894	00	06	05
			890	00	01	18
			897	00	07	15

	बहानगा	कान्हेइओगालपुर - 89	898	00	00	42
			899	00	03	14
			900	00	02	09
			914	00	05	06
			913	00	03	83
			908	00	05	69
			909	00	00	91
			940	00	01	70
			907	00	03	30
			941	00	06	12
			942	00	00	69
12	बहानगा	करंजाबिन्दा - 86	1855	00	00	76
			1852	00	00	99
			1854/1945	00	00	82
			1854	00	02	02
			1853	00	03	51
			1849	00	00	06
			1847	00	01	89
			1848	00	02	01
			1759	00	07	62
			1760	00	02	80
			1761	00	03	05
			1747	00	00	05
			1748	00	02	44
			1746	00	06	22
			1744	00	00	94
			1743	00	01	04
			1742	00	02	75
			1689	00	07	15
			1692	00	07	01
			1691	00	02	31
			1695	00	01	36
			1696	00	00	90
			1697	00	00	25
			1698	00	00	99
			1702	00	03	39

	बहानगा	करंजाबिन्दा - 86	1703	00	03	35
			1749	00	00	20
			1206	00	05	83
			1072	00	00	05
			1205	00	03	23
			1204	00	03	03
			1202	00	02	79
			1201	00	03	85
			1169	00	03	03
			1170	00	03	03
			1171	00	03	55
			1172	00	03	24
			1198	00	00	05
			1197	00	04	05
			1176	00	03	59
			1175	00	00	05
			978	00	04	93
			977	00	02	54
			976	00	02	48
			975	00	01	48
			974	00	02	12
			707	00	08	87
			708	00	02	09
			710	00	05	23
			712	00	01	66
			900	00	01	84
			901	00	00	21
			899	00	01	99
			735	00	01	38
			734	00	00	53
			733	00	00	57
			732	00	01	51
			738	00	00	32
			740	00	01	75
			739	00	00	49
			746	00	01	76

	बहानगा	करंजाबिन्दा - 86	747	00	00	24
			750	00	05	69
			745	00	00	99
			744/1957	00	00	30
			751	00	00	29
			756	00	01	12
			758	00	04	95
			759	00	02	24
			281	00	00	25
			282	00	03	44
			283	00	02	59
			285	00	02	93
			286	00	02	96
			294	00	03	47
			297	00	03	99
			292	00	00	77
			253	00	01	01
			251	00	02	56
			247	00	02	68
			246	00	00	21
			235	00	03	06
			234	00	03	37
			215	00	00	50
			214	00	05	44
			211	00	00	12
			210	00	01	04
			209	00	03	17
			199	00	00	30
			158	00	00	80
			104	00	02	53
			105	00	03	71
			89	00	02	71
			106	00	00	72
			107	00	15	17
			108	00	02	49
			109/1994	00	02	39

	बहानगा	करंजाबिन्दा - 86	110	00	00	05
			113	00	07	27
			12	00	01	67
			973	00	00	10
			88	00	00	10
13	बहानगा	डोलपुर - 87	832	00	05	45
			818	00	00	62
			831	00	03	12
			830	00	05	80
			829	00	05	29
			828	00	03	32
			824	00	09	15
			798	00	02	84
			799	00	01	31
			800	00	01	20
			793	00	00	15
14	बहानगा	फतेपुर - 83	904	00	01	15
			908	00	04	37
			909	00	02	82
			910	00	01	72
			911	00	02	22
			912	00	03	30
			913	00	00	05
			919	00	02	94
			921	00	01	36
			853	00	00	05
			851	00	04	50
			852	00	00	29
			848	00	02	61
			847	00	03	24
			846/991	00	00	05
			843	00	00	98
			844	00	02	13
			842	00	02	48
			841	00	02	41
			840	00	01	91

	बहानगा	फतेपुर - 83	832	00	00	94
			830	00	05	39
			829	00	00	73
			827	00	05	77
			824	00	00	89
			823	00	00	31
			820	00	00	20
15	बहानगा	नारणावाड - 60	1367	00	07	48
			1382	00	00	59
			1381	00	00	51
			1368	00	00	48
			1379	00	01	14
			1378	00	01	12
			1369	00	00	05
			1377	00	04	61
			1387	00	08	76
			1375	00	03	25
			1392	00	00	75
16	बहानगा	नुआपुर - 64	1178	00	06	82
			1185	00	02	51
			1186	00	03	29
			1187	00	01	32
			1172	00	05	10
			1168	00	01	04
			1166	00	00	05
			1169	00	00	33
			1167	00	01	63
			1120	00	00	60
			1119	00	10	66
			1126	00	04	08
			1131	00	03	67
			1132	00	02	40
			1111	00	01	84
			1108	00	01	87
			1107	00	02	45
			1106	00	01	63

	बहानगा	तुआपुर - 64	292	00	02	45
			297	00	06	41
			299	00	04	04
			299/4057	00	01	67
			300	00	04	09
			235	00	02	30
			236	00	02	84
			253	00	01	44
			252	00	06	66
			251	00	02	78
			248	00	01	44
			250	00	01	23
			249	00	00	83
			34	00	03	46
			35	00	02	79
			36/4095	00	01	76
			36	00	02	08
			38	00	02	45
			39/4078	00	01	39
			39	00	03	26
			43	00	05	54
			17	00	02	98
			45	00	03	58
			48	00	00	56
			10	00	00	97
			9	00	01	90
			7	00	00	22
			8	00	00	46
17	बहानगा	शालगाँ - 62	1297	00	02	69
			1290	00	03	19
			1291	00	02	19
			1293	00	02	31
			1292	00	00	26
			1225	00	03	06
			1226	00	02	06
			1223	00	01	18

	बहानगा	शालगाँ - 62	1222	00	01	80
			1221	00	02	84
			1203	00	19	90
			1196	00	00	65
			1201	00	04	33
			1199	00	02	26
			1160	00	06	64
			1200	00	00	72
			484	00	01	07
			485	00	01	39
			483	00	00	23
			474	00	01	25
			475	00	01	17
			473	00	05	07
			429	00	00	08
			472	00	01	10
			465	00	00	75
			430	00	00	90
			464	00	01	39
			431	00	00	90
			432	00	00	63
			463	00	03	37
			437	00	06	56
			438	00	01	99
			439	00	02	58
			440	00	02	82
			399	00	04	91
			400	00	02	24
			401	00	01	99
			232	00	07	86
			234	00	00	90
			233	00	00	82
			226	00	07	17
			225	00	01	97
			224	00	01	65
			222	00	01	80

	बहानगा	शालगाँ - 62	219	00	02	34
			218	00	01	03
			216	00	01	85
			185	00	04	76
			183/1424	00	01	24
			183/1423	00	01	07
			183/1425	00	00	92
			183	00	03	70
			142	00	01	27
			141	00	07	86
			140	00	13	64
			138	00	02	49
18	बहानगा	कल्याणी - 84	1311	00	01	30
			1310	00	04	66
			1309	00	03	44
			1301	00	12	71
			1283	00	05	53
			1282	00	01	08
			1281	00	03	59
			1280	00	03	12
			1285	00	02	83
			1279	00	05	27
			1278	00	04	93
			1277	00	00	22
			1275	00	03	32
			1276	00	00	65
			601	00	00	29
			602	00	01	53
			605	00	04	62
			603	00	01	03
			604	00	11	25
			608	00	00	39
			610	00	05	33
			595	00	04	26
			596	00	03	55
			594	00	01	36

	बहानगा	कल्याणी - 84	593	00	06	20
			585	00	01	29
			586	00	04	02
			414	00	14	61
			417	00	09	30
			416	00	02	02
			415	00	02	38
			400	00	01	11
			399	00	01	27
			394	00	01	41
			393	00	00	80
			396	00	01	63
			384	00	00	47
			385	00	04	69
			372	00	02	90
			373	00	02	02
			374	00	01	77
			375	00	01	89
			198	00	02	70
			197	00	01	64
			196	00	02	37
			195	00	02	38
			161	00	03	69
			160	00	03	52
			159	00	03	21
			156	00	05	74
			155	00	01	10
			83	00	00	50
			82	00	00	99
			81	00	00	49
			34	00	02	45
			35	00	02	15
			32	00	00	24
			31	00	02	18
			29	00	06	50
			376	00	00	20

	बहानगा	कल्याणी - 84	194	00	00	20
			584	00	00	20
19	बहानगा	ओडसाल - 61	756	00	02	67
			755	00	00	92
			754	00	00	95
			753	00	00	97
			750	00	01	01
			749	00	03	65
			751	00	00	71
			747	00	00	38
			748	00	03	64
			707	00	01	33
			739/3345	00	04	53
			708	00	01	92
			708/3369	00	01	79
			738	00	07	33
			739	00	03	90
			733	00	00	48
			731	00	01	62
			730	00	00	06
			729	00	05	03
			732	00	00	05
			728	00	04	27
			542	00	09	77
			541	00	00	07
			537	00	02	87
			536	00	04	26
			535	00	02	65
			525	00	05	93
			524	00	00	05
20	बहानगा	ब्रम्हपुर - 257	619	00	04	56
			613	00	01	67
			614	00	00	21
			612	00	04	07
			611	00	00	12
			529	00	13	87

	बहानगा	ब्रम्हपुर - 257	528	00	03	81
			525	00	02	79
			527	00	02	19
			468	00	14	96
			526	00	00	28
			464	00	03	33
			465	00	02	18
			411	00	08	37
			406	00	08	11
			403	00	02	44
			402	00	02	82
			401	00	00	42
			395	00	03	05
			319	00	06	16
			358	00	02	56
			357	00	02	29
			327	00	00	35
			356	00	00	14
			356/1245	00	03	83
			328	00	00	55
			331	00	00	06
			330	00	02	46
			332	00	02	37
			333	00	00	05
			335	00	01	38
			334	00	01	44
			337	00	02	99
			206	00	00	91
			336	00	00	05
			199	00	00	76
			200	00	00	78
			198	00	00	61
			197	00	01	43

	बहानगा	ब्रम्हपुर - 257	180	00	01	85
			49	00	02	35
			50	00	02	47
			176	00	00	54
			175	00	02	16
			169	00	01	26
			174	00	00	09
			170	00	03	49
			157	00	00	60
			171	00	00	23
			156	00	02	46
			152	00	00	79
			155	00	01	97
			154	00	02	43
			140	00	00	34
			141	00	00	51
			153	00	00	03
			142	00	00	50
			143	00	02	21
			127	00	02	17
			108	00	03	09
			126	00	00	05
			109	00	03	73
			111	00	00	17
			110	00	01	21
			113	00	00	90
			96	00	07	47
			98	00	03	04
			99	00	00	89
			992	00	01	94
			993	00	02	00
			994	00	01	19
			995	00	01	36

	बहानगा	ब्रम्हपुर - 257	996	00	02	71
			997	00	02	71
			1002	00	02	01
			1002/1220	00	01	10

[फा. सं. आर-11025(11)/2/2019-ओआर-I/ई-29478]

शान्तनु धर, अवर सचिव

New Delhi, the 11th July, 2019

S. O. 1330.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur-Haldia pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bimal Prasad Mohanty, Competent Authority, Paradip – Somnathpur – Haldia Product Pipeline Project, Indian Oil Corporation Limited, Pipelines Division, Quarter No. B/2, Indian Oil Residential Colony, Meghadambaru, PO: Kuruda, Balasore-756056, Odisha.

SCHEDULE Indian Oil Corporation Limited PROJECT : - PARADIP - SOMNATHPUR - HALDIA PIPELINE PROJECT SCHEDULE of 3(1)						
DISTRICT : BALASORE				STATE: ODISHA		
Sl. No.	Name of Tehsil	Name of Village	Plot No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	BAHANAGA	PATIMUNDA - 249	142	00	00	92
			71	00	03	87
			70	00	00	05
			238	00	00	85
			46	00	01	33
			52	00	01	92
			47	00	02	49
			48	00	04	54
			5	00	03	11
			4	00	02	64
2	BAHANAGA	DIANPAHI - 252	219	00	02	83
			220	00	03	93
			217	00	00	05
			216	00	06	82
			223	00	05	31
			209	00	00	32
			207	00	02	48
			206	00	04	17
			205	00	02	90

	BAHANAGA	DIANPAHI - 252	204	00	02	87
			200	00	03	08
			201	00	00	43
			199	00	06	19
			154	00	06	99
			153	00	04	48
			152	00	02	42
			151	00	00	20
			1	00	00	74
3	BAHANAGA	BALIKITIRAN - 253	770	00	01	03
			769	00	00	80
			581	00	01	67
			584	00	02	51
			585	00	02	88
			590	00	04	31
			591	00	03	37
			594	00	03	98
			593	00	00	46
			596	00	03	46
			598	00	02	07
			600	00	01	67
			607	00	06	31
			606	00	01	03
			605	00	01	97
			470	00	03	51
			454	00	06	46
			455	00	03	34
			456	00	00	88
			457	00	02	24
			458/797	00	00	64
			460	00	01	61
			438	00	00	18
			436	00	05	56
			434	00	01	31
			305	00	00	61
			345	00	01	14
			346	00	07	12
			347	00	00	18
			348	00	01	08
			349	00	00	91
			603	00	00	20
4	BAHANAGA	CHHATUBATI - 255	141	00	00	81
			169	00	00	57
			294	00	02	03
			290	00	02	96
			295	00	00	43
			289	00	10	37
			285	00	04	86
			286	00	01	54
			283	00	00	08
			284	00	12	67
			223	00	00	75
			276	00	02	25
			275	00	01	46
			272	00	01	77
			274	00	02	35
			273	00	02	41
			267	00	04	88
			268	00	00	05
			262	00	03	56

	BAHANAGA	CHHATUBATI - 255	263	00	00	06
			260	00	02	39
			256	00	00	05
			257	00	04	14
			258	00	02	26
5	BAHANAGA	JHADATA - 88	626	00	00	46
			627	00	01	36
			633	00	00	84
			634	00	00	76
			635	00	00	55
			637	00	07	99
			638	00	01	22
			640	00	01	21
			639	00	07	98
			645	00	03	60
6	BAHANAGA	PORADIHA - 258	1234	00	02	18
			1237	00	01	06
			1236	00	01	08
			1241	00	00	55
			1240	00	02	11
			1239	00	00	10
			1244	00	01	97
			1223	00	02	34
			1222	00	00	22
			1208	00	02	89
			1217	00	01	25
			1216	00	00	96
			1215	00	00	53
			1213	00	00	41
			1214	00	01	21
			907	00	02	05
			909	00	02	67
			827	00	00	46
7	BAHANAGA	SAHASPURA - 90	2927	00	01	83
			2926	00	00	67
			2925	00	00	53
			2924	00	02	71
			2888	00	00	48
8	BAHANAGA	RANABHANJPUR - 92	7	00	00	72
			8	00	01	48
			2/408	00	00	83
			6	00	04	96
			2	00	01	36
			5	00	01	81
			2/407	00	01	30
			4	00	01	31
			3	00	00	15
9	BAHANAGA	RAHANIGANJA - 128	923	00	02	00
			924	00	03	92
			930	00	01	58
			932	00	06	37
			933	00	02	04
			961	00	02	35
			955	00	05	50
			954	00	05	22
			952	00	01	18
			951	00	07	25
			979	00	00	05
			981	00	03	26
			982	00	02	51

	BAHANAGA	RAHANIGANJA - 128	983	00	02	08
			989	00	04	17
			986	00	00	07
			988	00	05	39
			992	00	00	12
			993	00	04	14
			861	00	00	05
			860	00	16	10
			833	00	03	65
			834	00	00	74
			831	00	03	22
			835	00	00	66
			836	00	00	87
			830	00	02	88
			829	00	04	29
			827	00	01	95
			488	00	04	45
10	BAHANAGA	ANJI - 342	1339	00	00	80
			1335	00	04	54
			1336	00	01	17
			1338	00	03	95
			1341	00	06	60
			1343	00	00	08
			1342	00	02	61
			1346	00	04	67
			1347	00	00	12
			1352	00	03	40
			1353	00	01	14
			1351	00	03	14
			2792	00	00	59
			1350	00	00	61
			2792/2954	00	02	61
			2791	00	01	88
			2794	00	03	34
			2790/2927	00	02	06
			2790/2928	00	01	97
			2789	00	00	40
			2804	00	02	01
			2805	00	03	49
			2819	00	00	05
			2821	00	01	82
			2824	00	00	28
			2825	00	01	35
			2779	00	02	74
			2780	00	00	13
			2776	00	01	65
			2771	00	01	14
			2770	00	03	62
			2769	00	00	38
			2768	00	04	91
			2767	00	03	43
			2840	00	00	05
			2766	00	00	75
			2762	00	02	68
			2761	00	00	36
			2760	00	01	61
			2634	00	16	82
			2484	00	01	50
			2482	00	02	09
			2481	00	01	74

	BAHANAGA	ANJI - 342	2480	00	04	31
			2479	00	01	83
			2478	00	00	41
			2463	00	04	16
			2467	00	00	94
			2465	00	00	13
			2466	00	00	72
			2464	00	06	34
			2412	00	00	05
			2413	00	00	49
			2414	00	04	31
			2408	00	01	21
			2405	00	01	19
			2407	00	01	80
			2406	00	01	43
			2383	00	03	56
			2382	00	01	28
			2381	00	05	99
			2368	00	06	48
			2339	00	01	89
			2340	00	00	85
			2356	00	00	05
			2341	00	00	95
			2341/2941	00	00	44
			2349	00	01	02
			2355	00	01	53
			2352	00	08	17
			2351	00	00	33
			2245	00	02	75
			2243	00	00	05
			2242	00	02	48
			2235	00	00	03
			2238	00	04	73
			2237	00	02	89
			2236	00	02	09
			2483	00	00	20
			2353	00	00	20
11	BAHANAGA	KANHEIOGALPUR - 89	677	00	01	94
			713	00	03	43
			714	00	01	01
			712	00	03	42
			708	00	02	42
			684	00	00	73
			685	00	01	38
			686	00	07	52
			689	00	00	37
			690	00	00	73
			691	00	00	43
			673	00	04	86
			694	00	00	12
			672	00	01	93
			744	00	00	28
			745	00	03	53
			746	00	01	86
			743	00	00	23
			747	00	01	57
			757	00	03	17
			765	00	01	93
			764	00	01	15
			763	00	02	15

	BAHANAGA	KANHEIOGALPUR - 89	762	00	01	36
			791	00	05	14
			787	00	04	09
			786/1070	00	04	42
			781	00	11	50
			780	00	04	66
			776	00	00	05
			778	00	06	18
			777	00	02	79
			893	00	02	28
			895	00	05	93
			892	00	00	61
			894	00	06	05
			890	00	01	18
			897	00	07	15
			898	00	00	42
			899	00	03	14
			900	00	02	09
			914	00	05	06
			913	00	03	83
			908	00	05	69
			909	00	00	91
			940	00	01	70
			907	00	03	30
			941	00	06	12
			942	00	00	69
12	BAHANAGA	KARANJABINDHA - 86	1855	00	00	76
			1852	00	00	99
			1854/1945	00	00	82
			1854	00	02	02
			1853	00	03	51
			1849	00	00	06
			1847	00	01	89
			1848	00	02	01
			1759	00	07	62
			1760	00	02	80
			1761	00	03	05
			1747	00	00	05
			1748	00	02	44
			1746	00	06	22
			1744	00	00	94
			1743	00	01	04
			1742	00	02	75
			1689	00	07	15
			1692	00	07	01
			1691	00	02	31
			1695	00	01	36
			1696	00	00	90
			1697	00	00	25
			1698	00	00	99
			1702	00	03	39
			1703	00	03	35
			1749	00	00	20
			1206	00	05	83
			1072	00	00	05
			1205	00	03	23
			1204	00	03	03
			1202	00	02	79
			1201	00	03	85
			1169	00	03	03

	BAHANAGA	KARANJABINDHA - 86	1170	00	03	03
			1171	00	03	55
			1172	00	03	24
			1198	00	00	05
			1197	00	04	05
			1176	00	03	59
			1175	00	00	05
			978	00	04	93
			977	00	02	54
			976	00	02	48
			975	00	01	48
			974	00	02	12
			707	00	08	87
			708	00	02	09
			710	00	05	23
			712	00	01	66
			900	00	01	84
			901	00	00	21
			899	00	01	99
			735	00	01	38
			734	00	00	53
			733	00	00	57
			732	00	01	51
			738	00	00	32
			740	00	01	75
			739	00	00	49
			746	00	01	76
			747	00	00	24
			750	00	05	69
			745	00	00	99
			744/1957	00	00	30
			751	00	00	29
			756	00	01	12
			758	00	04	95
			759	00	02	24
			281	00	00	25
			282	00	03	44
			283	00	02	59
			285	00	02	93
			286	00	02	96
			294	00	03	47
			297	00	03	99
			292	00	00	77
			253	00	01	01
			251	00	02	56
			247	00	02	68
			246	00	00	21
			235	00	03	06
			234	00	03	37
			215	00	00	50
			214	00	05	44
			211	00	00	12
			210	00	01	04
			209	00	03	17
			199	00	00	30
			158	00	00	80
			104	00	02	53
			105	00	03	71
			89	00	02	71
			106	00	00	72

	BAHANAGA	KARANJABINDHA - 86	107	00	15	17
			108	00	02	49
			109/1994	00	02	39
			110	00	00	05
			113	00	07	27
			12	00	01	67
			973	00	00	10
			88	00	00	10
13	BAHANAGA	DOLPUR - 87	832	00	05	45
			818	00	00	62
			831	00	03	12
			830	00	05	80
			829	00	05	29
			828	00	03	32
			824	00	09	15
			798	00	02	84
			799	00	01	31
			800	00	01	20
			793	00	00	15
14	BAHANAGA	FATEPUR - 83	904	00	01	15
			908	00	04	37
			909	00	02	82
			910	00	01	72
			911	00	02	22
			912	00	03	30
			913	00	00	05
			919	00	02	94
			921	00	01	36
			853	00	00	05
			851	00	04	50
			852	00	00	29
			848	00	02	61
			847	00	03	24
			846/991	00	00	05
			843	00	00	98
			844	00	02	13
			842	00	02	48
			841	00	02	41
			840	00	01	91
			832	00	00	94
			830	00	05	39
			829	00	00	73
			827	00	05	77
			824	00	00	89
			823	00	00	31
			820	00	00	20
15	BAHANAGA	NARANABAR - 60	1367	00	07	48
			1382	00	00	59
			1381	00	00	51
			1368	00	00	48
			1379	00	01	14
			1378	00	01	12
			1369	00	00	05
			1377	00	04	61
			1387	00	08	76
			1375	00	03	25
			1392	00	00	75
16	BAHANAGA	NUAPUR - 64	1178	00	06	82
			1185	00	02	51
			1186	00	03	29

	BAHANAGA	NUAPUR - 64	1187	00	01	32
			1172	00	05	10
			1168	00	01	04
			1166	00	00	05
			1169	00	00	33
			1167	00	01	63
			1120	00	00	60
			1119	00	10	66
			1126	00	04	08
			1131	00	03	67
			1132	00	02	40
			1111	00	01	84
			1108	00	01	87
			1107	00	02	45
			1106	00	01	63
			292	00	02	45
			297	00	06	41
			299	00	04	04
			299/4057	00	01	67
			300	00	04	09
			235	00	02	30
			236	00	02	84
			253	00	01	44
			252	00	06	66
			251	00	02	78
			248	00	01	44
			250	00	01	23
			249	00	00	83
			34	00	03	46
			35	00	02	79
			36/4095	00	01	76
			36	00	02	08
			38	00	02	45
			39/4078	00	01	39
			39	00	03	26
			43	00	05	54
			17	00	02	98
			45	00	03	58
			48	00	00	56
			10	00	00	97
			9	00	01	90
			7	00	00	22
			8	00	00	46
17	BAHANAGA	SALAGAN - 62	1297	00	02	69
			1290	00	03	19
			1291	00	02	19
			1293	00	02	31
			1292	00	00	26
			1225	00	03	06
			1226	00	02	06
			1223	00	01	18
			1222	00	01	80
			1221	00	02	84
			1203	00	19	90
			1196	00	00	65
			1201	00	04	33
			1199	00	02	26
			1160	00	06	64
			1200	00	00	72
			484	00	01	07

	BAHANAGA	SALAGAN - 62	485	00	01	39
			483	00	00	23
			474	00	01	25
			475	00	01	17
			473	00	05	07
			429	00	00	08
			472	00	01	10
			465	00	00	75
			430	00	00	90
			464	00	01	39
			431	00	00	90
			432	00	00	63
			463	00	03	37
			437	00	06	56
			438	00	01	99
			439	00	02	58
			440	00	02	82
			399	00	04	91
			400	00	02	24
			401	00	01	99
			232	00	07	86
			234	00	00	90
			233	00	00	82
			226	00	07	17
			225	00	01	97
			224	00	01	65
			222	00	01	80
			219	00	02	34
			218	00	01	03
			216	00	01	85
			185	00	04	76
			183/1424	00	01	24
			183/1423	00	01	07
			183/1425	00	00	92
			183	00	03	70
			142	00	01	27
			141	00	07	86
			140	00	13	64
			138	00	02	49
18	BAHANAGA	KALYANI - 84	1311	00	01	30
			1310	00	04	66
			1309	00	03	44
			1301	00	12	71
			1283	00	05	53
			1282	00	01	08
			1281	00	03	59
			1280	00	03	12
			1285	00	02	83
			1279	00	05	27
			1278	00	04	93
			1277	00	00	22
			1275	00	03	32
			1276	00	00	65
			601	00	00	29
			602	00	01	53
			605	00	04	62
			603	00	01	03
			604	00	11	25
			608	00	00	39
			610	00	05	33

	BAHANAGA	KALYANI - 84	595	00	04	26
			596	00	03	55
			594	00	01	36
			593	00	06	20
			585	00	01	29
			586	00	04	02
			414	00	14	61
			417	00	09	30
			416	00	02	02
			415	00	02	38
			400	00	01	11
			399	00	01	27
			394	00	01	41
			393	00	00	80
			396	00	01	63
			384	00	00	47
			385	00	04	69
			372	00	02	90
			373	00	02	02
			374	00	01	77
			375	00	01	89
			198	00	02	70
			197	00	01	64
			196	00	02	37
			195	00	02	38
			161	00	03	69
			160	00	03	52
			159	00	03	21
			156	00	05	74
			155	00	01	10
			83	00	00	50
			82	00	00	99
			81	00	00	49
			34	00	02	45
			35	00	02	15
			32	00	00	24
			31	00	02	18
			29	00	06	50
			376	00	00	20
			194	00	00	20
			584	00	00	20
19	BAHANAGA	ODSHAL - 61	756	00	02	67
			755	00	00	92
			754	00	00	95
			753	00	00	97
			750	00	01	01
			749	00	03	65
			751	00	00	71
			747	00	00	38
			748	00	03	64
			707	00	01	33
			739/3345	00	04	53
			708	00	01	92
			708/3369	00	01	79
			738	00	07	33
			739	00	03	90
			733	00	00	48
			731	00	01	62
			730	00	00	06
			729	00	05	03

	BAHANAGA	ODSHAL - 61	732	00	00	05
			728	00	04	27
			542	00	09	77
			541	00	00	07
			537	00	02	87
			536	00	04	26
			535	00	02	65
			525	00	05	93
			524	00	00	05
20	BAHANAGA	BRAHMAPUR - 257	619	00	04	56
			613	00	01	67
			614	00	00	21
			612	00	04	07
			611	00	00	12
			529	00	13	87
			528	00	03	81
			525	00	02	79
			527	00	02	19
			468	00	14	96
			526	00	00	28
			464	00	03	33
			465	00	02	18
			411	00	08	37
			406	00	08	11
			403	00	02	44
			402	00	02	82
			401	00	00	42
			395	00	03	05
			319	00	06	16
			358	00	02	56
			357	00	02	29
			327	00	00	35
			356	00	00	14
			356/1245	00	03	83
			328	00	00	55
			331	00	00	06
			330	00	02	46
			332	00	02	37
			333	00	00	05
			335	00	01	38
			334	00	01	44
			337	00	02	99
			206	00	00	91
			336	00	00	05
			199	00	00	76
			200	00	00	78
			198	00	00	61
			197	00	01	43
			180	00	01	85
			49	00	02	35
			50	00	02	47
			176	00	00	54
			175	00	02	16
			169	00	01	26
			174	00	00	09
			170	00	03	49
			157	00	00	60
			171	00	00	23
			156	00	02	46
			152	00	00	79

	BAHANAGA	BRAHMAPUR - 257	155	00	01	97
			154	00	02	43
			140	00	00	34
			141	00	00	51
			153	00	00	03
			142	00	00	50
			143	00	02	21
			127	00	02	17
			108	00	03	09
			126	00	00	05
			109	00	03	73
			111	00	00	17
			110	00	01	21
			113	00	00	90
			96	00	07	47
			98	00	03	04
			99	00	00	89
			992	00	01	94
			993	00	02	00
			994	00	01	19
			995	00	01	36
			996	00	02	71
			997	00	02	71
			1002	00	02	01
			1002/1220	00	01	10

[F. No. R-11025(11)/2/2019-OR-I/E-29478]

SANTANU DHAR, Under Secy.

नई दिल्ली, 11 जुलाई, 2019

का. आ. 1331.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप-सोमनाथपुर-हल्दीआ से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स (भूमि उपयोग के अधिकार अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको इस अधिसूचना से भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री बिमल प्रसाद मोहंती, सक्षम प्राधिकारी, पारादीप-सोमनाथपुर-हल्दीआ प्रॉडक्ट पाइपलाइन पारियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइन प्रभाग, क्वार्टर संख्या बी/2, इंडियन ऑयल आवासीय कॉलोनी, मेघडम्बरू, पोस्ट बॉक्स: कुरुदा, बालासोर – 756056 (ओडिशा) को लिखित रूप से आक्षेप भेज सकेगा।

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला :-	बालासोर			राज्य :- ओडिशा		
क्र.सं	तहसील का नाम	गांव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	रेमुना	चकश्रीरामपुर - 307	11	00	03	82
			12	00	00	30
			13	00	05	18
			13/80	00	03	74
			5	00	02	90
			4/63	00	01	88
			4	00	02	96
			2/69	00	00	49
			3	00	01	82
			3/71	00	01	12
			16	00	00	20
			17	00	00	20
2	रेमुना	बहादलपुर - 45	263	00	02	41
			319	00	05	59
			321	00	01	64
			318	00	02	01
			308	00	07	60
			317	00	00	13
			313	00	10	11
			311	00	00	03
			309	00	07	62
			285	00	03	52
			299	00	00	06
			298	00	07	98
			293	00	02	57
			292	00	02	53
3	रेमुना	बोइता - 301	2566	00	02	71
			2567	00	04	14
			2571	00	01	19

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	बोइता - 301	2570	00	01	16
			2574	00	02	62
			2531	00	01	88
			2530	00	01	57
			2525	00	01	77
			2527	00	02	40
			2528	00	02	44
			2511	00	01	37
			2510	00	01	37
			2512	00	00	20
			2504	00	00	95
			2503	00	00	66
			2513	00	00	99
			2495	00	01	18
			2494	00	06	40
			2496	00	00	20
			2493	00	01	27
			2497	00	02	48
			2492	00	00	05
			2479	00	00	10
			2480	00	05	86
			2488	00	00	09
			2481	00	09	84
			2487	00	03	40
			2019	00	00	97
			2014	00	27	75
			1989	00	02	28
			1992	00	02	13
			1993	00	03	45
			1994	00	04	35
			1997	00	02	05
			1999	00	00	20
			1996	00	04	68
			2003	00	03	00

(1)	(2)	(3)	(4)	(5)	(6)	(7)
4	रेमुना	गंभारिया - 304	1359	00	12	55
			1360	00	03	54
			1358	00	01	63
			1355	00	00	02
			1357	00	00	20
			1354	00	05	21
			1364	00	00	46
			1368	00	01	04
			1369	00	01	16
			1368/2637	00	02	39
			1421	00	02	35
			1422	00	00	10
			1425	00	00	64
			1426	00	02	30
			1428	00	02	38
			1430	00	01	10
			1431	00	00	89
			1432	00	03	22
			1436	00	00	39
			1513	00	00	64
			1512	00	03	08
			1512/2620	00	00	20
			1510	00	02	81
			1509/2621	00	00	06
			1509	00	02	95
			1501	00	00	50
			1502	00	02	48
			1502/2549	00	01	14
			1503	00	00	17
			1500	00	03	80
			1499/2585	00	00	75
			1498	00	01	99
			1497	00	03	28
			1494	00	04	56
			1496	00	00	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	गंभारिया - 304	1495	00	01	14
			1488	00	00	04
			1604	00	02	25
			1701	00	01	29
			1616	00	00	91
			1699	00	00	75
			1700	00	00	02
			1617	00	00	37
			1698	00	05	84
			1619	00	01	00
			1620	00	01	39
			1623	00	03	03
			1624	00	01	81
			1666	00	03	76
			1667	00	00	19
			1665	00	00	43
			1668	00	01	34
			1663	00	01	44
			1662	00	03	23
			1657	00	01	94
			1651	00	03	27
			1650	00	04	18
			1649	00	03	48
			1647	00	00	66
			2495	00	00	44
			2501	00	01	72
			2502	00	02	91
			2503	00	01	48
			2504	00	01	53
			2505	00	02	93
			2477/2617	00	00	16
			2477	00	00	40
5	रेमुना	रहणिआगडिआ - 306	120	00	00	81
			121	00	00	87
			119	00	02	92

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	रहणिआगडिआ - 306	114	00	04	03
			123	00	03	57
			172	00	03	83
			171	00	00	17
			185/214	00	02	91
			170	00	01	86
			163	00	02	72
			162	00	00	65
			160	00	02	40
			161	00	00	04
			159	00	00	38
			157	00	02	32
			155	00	02	35
			136	00	02	15
			138	00	02	13
			97	00	02	55
			96	00	03	27
			31	00	00	50
			95	00	01	19
			93	00	02	13
			92	00	01	77
			34	00	02	44
			35	00	02	50
			60	00	05	14
			59	00	01	28
			37	00	01	09
			44	00	02	34
			46	00	03	50
6	रेमुना	श्रीजंग - 308	1970	00	00	98
			1943	00	06	41
			1942	00	03	37
			1941	00	00	08
			1940	00	04	72
			1912/4911	00	02	18
			1912	00	03	95

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	श्रीजंग - 308	1912/4910	00	01	75
			1912/4909	00	01	24
			1908/5358	00	00	55
			1907	00	00	66
			1908	00	04	69
			1903	00	00	20
			1904	00	02	74
			1901	00	04	12
			1898	00	04	05
			1849	00	04	80
			1848	00	04	41
			1798	00	10	02
			1797	00	00	50
			1796	00	04	44
			1795	00	04	68
			1794	00	10	62
			1726	00	01	60
			1852	00	00	20
			1792/4944	00	00	20
7	रेमुना	तुण्डरा - 284	776	00	01	40
			777	00	00	78
			779	00	01	01
			781	00	02	20
			781/5453	00	00	11
			783	00	01	05
			784	00	01	10
			786	00	02	27
			819	00	01	64
			818	00	03	04
			816	00	06	25
			815	00	06	48
			813	00	02	89
			812	00	01	83
			811	00	00	20
			810	00	02	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	रेमुना	तुण्डरा - 284	809	00	01	21
			847	00	00	63
			852	00	06	93
			851	00	00	68
			850	00	00	04
			870	00	11	08
			869	00	00	04
			868/4745	00	01	81
			868	00	00	47
			864/4812	00	01	47
			864/4813	00	03	22

[फा. सं. आर-11025(11)/2/2019-ओआर-I/ई-29478]

शान्तनु धर, अवर सचिव

New Delhi, the 11th July, 2019

S. O. 1331.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur -Haldia a pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bimal Prasad Mohanty, Competent Authority, Paradip – Somnathpur – Haldia Product Pipeline Project, Indian Oil Corporation Limited, Pipelines Division, Quarter No. B/2, Indian Oil Residential Colony, Meghadambaru, PO: Kuruda, Balasore-756056, Odisha.

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : BALASORE				STATE: ODISHA		
Sl. No.	Name of Tehsil	Name of Village	Survey No.	Area		
				Hectare	Are	Sqm.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	REMUNA	CHAKSRIRAMPUR - 307	11	00	03	82
			12	00	00	30
			13	00	05	18
			13/80	00	03	74
			5	00	02	90
			4/63	00	01	88
			4	00	02	96
			2/69	00	00	49
			3	00	01	82
			3/71	00	01	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	REMUNA	CHAKSRIRAMPUR - 307	16	00	00	20
			17	00	00	20
2	REMUNA	BAHADALPUR - 45	263	00	02	41
			319	00	05	59
			321	00	01	64
			318	00	02	01
			308	00	07	60
			317	00	00	13
			313	00	10	11
			311	00	00	03
			309	00	07	62
			285	00	03	52
			299	00	00	06
			298	00	07	98
			293	00	02	57
			292	00	02	53
3	REMUNA	BOITA - 301	2566	00	02	71
			2567	00	04	14
			2571	00	01	19
			2570	00	01	16
			2574	00	02	62
			2531	00	01	88
			2530	00	01	57
			2525	00	01	77
			2527	00	02	40
			2528	00	02	44
			2511	00	01	37
			2510	00	01	37
			2512	00	00	20
			2504	00	00	95
			2503	00	00	66
			2513	00	00	99
			2495	00	01	18
			2494	00	06	40
			2496	00	00	20
			2493	00	01	27
			2497	00	02	48
			2492	00	00	05
			2479	00	00	10
			2480	00	05	86
			2488	00	00	09
			2481	00	09	84
			2487	00	03	40
			2019	00	00	97
			2014	00	27	75
			1989	00	02	28
			1992	00	02	13
			1993	00	03	45
			1994	00	04	35
			1997	00	02	05
			1999	00	00	20
			1996	00	04	68
			2003	00	03	00
4	REMUNA	GAMBHARIA - 304	1359	00	12	55
			1360	00	03	54
			1358	00	01	63
			1355	00	00	02
			1357	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	REMUNA	GAMBHARIA - 304	1354	00	05	21
			1364	00	00	46
			1368	00	01	04
			1369	00	01	16
			1368/2637	00	02	39
			1421	00	02	35
			1422	00	00	10
			1425	00	00	64
			1426	00	02	30
			1428	00	02	38
			1430	00	01	10
			1431	00	00	89
			1432	00	03	22
			1436	00	00	39
			1513	00	00	64
			1512	00	03	08
			1512/2620	00	00	20
			1510	00	02	81
			1509/2621	00	00	06
			1509	00	02	95
			1501	00	00	50
			1502	00	02	48
			1502/2549	00	01	14
			1503	00	00	17
			1500	00	03	80
			1499/2585	00	00	75
			1498	00	01	99
			1497	00	03	28
			1494	00	04	56
			1496	00	00	08
			1495	00	01	14
			1488	00	00	04
			1604	00	02	25
			1701	00	01	29
			1616	00	00	91
			1699	00	00	75
			1700	00	00	02
			1617	00	00	37
			1698	00	05	84
			1619	00	01	00
			1620	00	01	39
			1623	00	03	03
			1624	00	01	81
			1666	00	03	76
			1667	00	00	19
			1665	00	00	43
			1668	00	01	34
			1663	00	01	44
			1662	00	03	23
			1657	00	01	94
			1651	00	03	27
			1650	00	04	18
			1649	00	03	48
			1647	00	00	66
			2495	00	00	44
			2501	00	01	72
			2502	00	02	91
			2503	00	01	48
			2504	00	01	53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	REMUNA	GAMBHARIA - 304	2505	00	02	93
			2477/2617	00	00	16
			2477	00	00	40
5	REMUNA	RAHANIAGADIA - 306	120	00	00	81
			121	00	00	87
			119	00	02	92
			114	00	04	03
			123	00	03	57
			172	00	03	83
			171	00	00	17
			185/214	00	02	91
			170	00	01	86
			163	00	02	72
			162	00	00	65
			160	00	02	40
			161	00	00	04
			159	00	00	38
			157	00	02	32
			155	00	02	35
			136	00	02	15
			138	00	02	13
			97	00	02	55
			96	00	03	27
			31	00	00	50
			95	00	01	19
			93	00	02	13
			92	00	01	77
			34	00	02	44
			35	00	02	50
			60	00	05	14
			59	00	01	28
			37	00	01	09
			44	00	02	34
			46	00	03	50
6	REMUNA	SRIJANG - 308	1970	00	00	98
			1943	00	06	41
			1942	00	03	37
			1941	00	00	08
			1940	00	04	72
			1912/4911	00	02	18
			1912	00	03	95
			1912/4910	00	01	75
			1912/4909	00	01	24
			1908/5358	00	00	55
			1907	00	00	66
			1908	00	04	69
			1903	00	00	20
			1904	00	02	74
			1901	00	04	12
			1898	00	04	05
			1849	00	04	80
			1848	00	04	41
			1798	00	10	02
			1797	00	00	50
			1796	00	04	44
			1795	00	04	68
			1794	00	10	62
			1726	00	01	60
			1852	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	REMUNA	SRIJANG - 308	1792/4944	00	00	20
7	REMUNA	TUNDRA - 284	776	00	01	40
			777	00	00	78
			779	00	01	01
			781	00	02	20
			781/5453	00	00	11
			783	00	01	05
			784	00	01	10
			786	00	02	27
			819	00	01	64
			818	00	03	04
			816	00	06	25
			815	00	06	48
			813	00	02	89
			812	00	01	83
			811	00	00	20
			810	00	02	22
			809	00	01	21
			847	00	00	63
			852	00	06	93
			851	00	00	68
			850	00	00	04
			870	00	11	08
			869	00	00	04
			868/4745	00	01	81
			868	00	00	47
			864/4812	00	01	47
			864/4813	00	03	22

[F. No. R-11025(11)/2019-OR-I/E-29478]

SANTANU DHAR, Under Secy.

नई दिल्ली, 22 जुलाई, 2019

का. आ. 1332.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक कि कच्चे तेल के परिवहन के लिए एक पाइपलाइन, हल्दिया-बरौनी पाइपलाइन सिस्टम्स परियोजना के तहत, पश्चिम बंगाल राज्य में हल्दिया से बिहार राज्य में बरौनी तक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइंस (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 कि उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के अन्दर, भूमि के भीतर पाइपलाइन बिछाए जाने हेतु उपयोग के अधिकार के अर्जन के लिए, श्री विश्वनाथ समाजदार, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, हल्दिया – बरौनी पाइपलाइन सिस्टम्स परियोजना, दी लीजेंड, दूसरा एवं तीसरा तल, शहीद खुदीराम सरणी , सिटी सेंटर, दुर्गापुर 713216, जिला- पश्चिम बर्धमान (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची					
जिला : बीरभूम			राज्य : पश्चिम बंगाल		
थाना	मौज़ा का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
बोलपुर	चन्दनपुर - 110	286	00	03	23
		288	00	02	87
		539/883	00	00	20
ईल्लमवाज़ार	गोपालनगर - 132	140	00	04	74
		128	00	01	41
		128/2417	00	06	45
		117	00	08	16
		120	00	00	20
		121	00	04	28
		113	00	06	15
		111	00	00	95
		109	00	04	94
		101	00	00	20
		109/2415	00	03	78
		102	00	07	61
		98	00	06	04
		91	00	01	09
		92	00	00	25
		97	00	01	68
		90	00	00	79
		89	00	01	15
		84	00	04	87
		39/2403	00	07	22
		41	00	00	20
		46	00	02	69
		43	00	08	44
ईल्लमवाज़ार	रामनगर - 130	8/2402	00	03	73
		39	00	06	56
		42	00	03	24
		44	00	00	20
		903	00	00	72
		984	00	03	82

(1)	(2)	(3)	(4)	(5)	(6)
ईल्लमबाज़ार	पाचियारा - 106	1657	00	01	65
दुबराजपुर	पचियारा - 168	2590	00	01	84
		2591	00	02	28
		2589	00	00	20
		2588	00	04	14
		2587	00	00	79
दुबराजपुर	पन्डितपुर - 111	1383	00	04	17
दुबराजपुर	होसेनाबाद - 25	205	00	01	49
दुबराजपुर	हरुलिया - 27	77	00	07	10
दुबराजपुर	पुंगलापुर - 3	520	00	00	20
खायरासोल	केंदुयाकुरी - 7	414	00	01	27
		37	00	03	10

[फा. सं. आर-11025(11)/22/2018-ओआर-I/ई-27779]

शान्तनु धर, अवर सचिव

New Delhi, the 22nd July, 2019

S. O. 1332.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil, a pipeline from Haldia in the state of West Bengal to Barauni in the State of Bihar under Haldia-Barauni Pipeline Systems Project, should be laid by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Biswanath Samajder, Competent Authority, Indian Oil Corporation Limited, Haldia-Barauni Pipeline Systems Project, The Legend, 2nd & 3rd Floor, Sahid Khudiram Sarani, City Centre, Durgapur – 713216, Dist. Pashchim Burdwan (West Bengal).

SCHEDULE

District : Birbhum			State : West Bengal		
Police Station	Name of Mouza	Survey No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Bolpur	Chandanpur - 110	3112	00	05	49
		1208	00	04	88
		1201	00	02	55

(1)	(2)	(3)	(4)	(5)	(6)
Illambazar	Gopalnagar - 132	140	00	04	74
		128	00	01	41
		128/2417	00	06	45
		117	00	08	16
		120	00	00	20
		121	00	04	28
		113	00	06	15
		111	00	00	95
		109	00	04	94
		101	00	00	20
		109/2415	00	03	78
		102	00	07	61
		98	00	06	04
		91	00	01	09
		92	00	00	25
		97	00	01	68
		90	00	00	79
		89	00	01	15
		84	00	04	87
		39/2403	00	07	22
		41	00	00	20
		46	00	02	69
		43	00	08	44
		8/2402	00	03	73
		39	00	06	56
		42	00	03	24
		44	00	00	20
Illambazar	Ramnagar - 130	903	00	00	60
		984	00	03	82
Illambazar	Pachiara - 106	1657	00	01	65
Dubrajpur	Pachiara - 168	2590	00	01	84
		2591	00	02	28
		2589	00	00	20
		2588	00	04	14
		2587	00	00	79
Dubrajpur	Panditpur - 111	1383	00	04	17
Dubrajpur	Hosenabad - 25	205	00	01	49
Dubrajpur	Harulia - 27	77	00	07	10
Dubrajpur	Punglapur - 3	520	00	00	20
Khayrasol	Kenduakuri - 7	414	00	01	27
		37	00	03	10

[F. No. R-11025(11)/22/2018-OR-I/E-27779]

SANTANU DHAR, Under Secy.

नई दिल्ली, 22 जुलाई, 2019

का. आ. 1333.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक कि कच्चे तेल के परिवहन के लिए एक पाइपलाइन, हल्दिया-बरौनी पाइपलाइन सिस्टम्स परियोजना के तहत, पश्चिम बंगाल राज्य में हल्दिया से बिहार राज्य में बरौनी तक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 कि उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के अन्दर, भूमि के भीतर पाइपलाइन बिछाये जाने हेतु उपयोग के अधिकार के अर्जन के लिए, श्री विश्वनाथ समाजदार, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, हल्दिया – बरौनी पाइपलाइन सिस्टम्स परियोजना, हल्दिया – बरौनी पाइपलाइन सिस्टम्स परियोजना, दी लीजेंड, दुसरा एवं तीसरा तल, शहीद खुदीराम सरणी, सिटी सेंटर, दुर्गापुर 713216, जिला- पश्चिम बर्द्धमान (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

जिला : बर्द्धमान		राज्य : पश्चिम बंगाल			
थाना	मौज़ा का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
रायना-II	मनियारी - 138	335/796	00	01	80
खन्डघोष	संकरी - 70	430	00	03	61
गलसी - II	हिट्टा - 112	3035	00	04	58
गलसी - II	चन्ना - 111	5	00	02	00
औसग्राम - I	बेलग्राम - 116	8094/8403	00	01	77
		4090/4779	00	01	60
औसग्राम - I	सिलुट - 69	1593	00	01	10
औसग्राम - I	श्रिकृष्णपुर - 77	349	00	05	95
औसग्राम - II	बिलशांडा- 81	814	00	01	10
		815	00	02	16
		816	00	00	20
		813	00	01	41
		803	00	05	08
		377	00	02	55
		273	00	00	56
		276	00	01	48
		277	00	00	30
		275	00	01	53
		278	00	00	80
		279	00	00	20
		280	00	01	11
		281	00	01	08

(1)	(2)	(3)	(4)	(5)	(6)
औसग्राम – II	बिलशांडा- 81	283	00	05	69
		290	00	04	26
		289	00	02	73
		295	00	02	85
		296	00	01	08
		246	00	00	20
		245	00	07	43
		297	00	00	20
		233	00	01	64
		244	00	00	20
		234	00	05	22
		232	00	01	87
		237	00	00	20
		231	00	01	35
		230	00	03	07
		229	00	00	20
		228	00	02	84
		227	00	02	37
		224	00	04	40
		222	00	01	90
		223	00	00	31
		221	00	04	51
		212	00	00	20
		213	00	01	58
		215	00	00	68
		134	00	08	86
		40	00	03	63
		30	00	00	33
		34	00	00	20
		33	00	02	67
		32	00	01	85
		29	00	02	94
		31	00	01	76

(1)	(2)	(3)	(4)	(5)	(6)
औसग्राम – II	बिलशांडा- 81	27	00	07	78
		26	00	00	20
		1	00	20	96

[फा. सं. आर-11025(11)/22/2018-ओआर-I/ई-27779]

शान्तनु धर, अवसर सचिव

New Delhi, the 22nd July, 2019

S. O. 1333.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil, a pipeline from Haldia in the state of West Bengal to Barauni in the State of Bihar under Haldia-Barauni Pipeline Systems Project, should be laid by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Biswanath Samajder, Competent Authority, Indian Oil Corporation Limited, Haldia-Barauni Pipeline Systems Project, The Legend, 2nd & 3rd Floor, Sahid Khudiram Sarani, City Centre, Durgapur – 713216, Dist. Pashchim Burdwan (West Bengal).

SCHEDULE

District : Burdwan			State : West Bengal		
Police Station	Name of Mouza	Survey No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Raina – II	Maniari - 138	335/796	00	01	80
Khandoghosh	Sankari - 70	430	00	03	61
Galsi - II	Hitta - 112	3035	00	04	58
Galsi - II	Channa - 111	5	00	02	00
Ausgram - I	Belgram - 116	8094/8403	00	01	77
		4090/4779	00	01	60
Ausgram - I	Silut - 69	1593	00	01	10
Ausgram - I	Srikrishnapur - 77	349	00	05	95
Ausgram - II	Bilshanda - 81	814	00	01	10
		815	00	02	16
		816	00	00	20
		813	00	01	41
		803	00	05	08
		377	00	02	55
		273	00	00	56
		276	00	01	48
		277	00	00	30
		275	00	01	53
		278	00	00	80
		279	00	00	20
		280	00	01	11
		281	00	01	08
		283	00	05	69
		290	00	04	26

(1)	(2)	(3)	(4)	(5)	(6)
Ausgram - II	Bilshanda - 81	289	00	02	73
		295	00	02	85
		296	00	01	08
		246	00	00	20
		245	00	07	43
		297	00	00	20
		233	00	01	64
		244	00	00	20
		234	00	05	22
		232	00	01	87
		237	00	00	20
		231	00	01	35
		230	00	03	07
		229	00	00	20
		228	00	02	84
		227	00	02	37
		224	00	04	40
		222	00	01	90
		223	00	00	31
		221	00	04	51
		212	00	00	20
		213	00	01	58
		215	00	00	68
		134	00	08	86
		40	00	03	63
		30	00	00	33
		34	00	00	20
		33	00	02	67
		32	00	01	85
		29	00	02	94
		31	00	01	76
		27	00	07	78
		26	00	00	20
		1	00	20	96

[F. No. R-11025(11)/22/2018-OR-IE-27779]

SANTANU DHAR, Under Secy.

नई दिल्ली, 22 जुलाई, 2019

का आ. 1334.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक कि कच्चे तेल के परिवहन के लिए एक पाइपलाइन, हल्दिया-बरौनी पाइपलाइन सिस्टम्स परियोजना के तहत, पश्चिम बंगाल राज्य में हल्दिया से बिहार राज्य में बरौनी तक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइंस (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के अन्दर, भूमि के भीतर पाइपलाइन

बिछाये जाने हेतु उपयोग के अधिकार के अर्जन के लिए, श्री विश्वनाथ समाजदार, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, हल्दिया – बरौनी पाइपलाइन सिस्टम्स परियोजना, दी लीजेंड, दूसरा एवं तीसरा तल, शहीद खुदीराम सारणी, सिटी सेंटर, दुर्गापुर 713216, जिला- पश्चिम बर्धमान (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : पूर्व मेदिनीपुर			राज्य : पश्चिम बंगाल		
थाना	मौज़ा का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
सुताहटा - I	राजारामपुर - 102	398	00	10	01
सुताहटा - II	किसमत शिबरामनगर - 94	757	00	03	09
सुताहटा - II	बरसुंदरा - 54	288	00	00	20
महिशादल	बामुन्या - 134	1319	00	00	87
		1501	00	00	39
		1502	00	18	13
महिशादल	दक्षिन काशिमनगर - 129	449	00	00	20
		430/842	00	02	05
		27	00	00	20
नन्दकुमार	माधवपुर - 122	248	00	02	95
नन्दकुमार	भवानीपुर - 73	1709	00	03	59

[फा. सं. आर-11025(11)/22/2018-ओआर-I/ई-27779]

शान्तनु धर, अवर सचिव

New Delhi, the 22nd July, 2019

S. O. 1334.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil, a pipeline from Haldia in the state of West Bengal to Barauni in the State of Bihar under Haldia-Barauni Pipeline Systems Project, should be laid by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Biswanath Samajder, Competent Authority, Indian Oil Corporation Limited, Haldia-Barauni Pipeline Systems Project, The Legend, 2nd & 3rd Floor, Sahid Khudiram Sarani, City Centre, Durgapur – 713216, Disst. Pashchim Burdwan (West Bengal).

SCHEDULE

District : Purba Medinipur			State : West Bengal		
Police Station	Name of Mouza	Survey No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Sutahata - I	Rajarampur - 102	398	00	10	01
Sutahata - II	Kismat Shibramnagar - 94	757	00	03	09
Sutahata - II	Barsundra - 54	288	00	00	20
Mahishadal	Bamunya - 134	1319	00	00	87
		1501	00	00	39
		1502	00	18	13
Mahishadal	Dakshin Kashimnagar - 129	449	00	00	20
		430/842	00	02	05
		27	00	00	20
Nandakumar	Madhabpur - 122	248	00	02	95
Nandakumar	Bhabanipur - 73	1709	00	03	59

[F. No. R-11025(11)/22/2018-OR-I/E-27779]

SANTANU DHAR, Under Secy.

नई दिल्ली, 23 जुलाई, 2019

का.आ. 1335.—केंद्रीय सरकार, तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री राजीव बंसल, अतिरिक्त सचिव और वित्तीय सलाहकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय को 24.07.2019 से 23.07.2021 तक या अगले आदेश होने तक, जो भी पहले हो, तेल उद्योग विकास बोर्ड का सदस्य नियुक्त करती है।

[फा. सं. जी-38011/41/2016-वित्त-I]

पेरिन देवी, निदेशक

New Delhi, the 23rd July, 2019

S.O. 1335.—In exercise of the Powers conferred by Sub-Section (3)(b) of Section 3 of the Oil Industry (Development) Act, 1974(47 of 1974), the Central Government hereby appoints Shri Rajiv Bansal, Additional Secretary & Financial Adviser, Ministry of Petroleum & Natural Gas as a member of the Oil Industry Development Board w.e.f. 24.07.2019 to 23.07.2021 or until further orders, whichever is earlier.

[F. No. G-38011/41/2016-Fin-I]

PERIN DEVI, Director

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1336.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स महाप्रबंधक विजयमोहिनी मिल्स तिरुवनंतपुरम, कोचीन, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 19/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.06.19 को प्राप्त हुए थे।

[सं. एल-42012/278/2010-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th July, 2019

S.O.1336.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2011) of the Central Government Industrial Tribunal cum Labour Court Ernakulum, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager Vijayamohini Mills Thiruvananthapuram, Cochin. & Others, and their workmen which were received by the Central Government on 16.07.19.

[No. L-42012/278/2010-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, ERNAKULUM****Present:** Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer(Wednesday the 3rd day of July 2019, 12th Asadha, 1941)**ID No. 19 of 2011**

Workman : Shri.B.Gopalakrishnan
Kudayathukonathu PuthenVeedu
Cheriyakonni P.O., Vattiyoorkavu,
Thiruvananthapuram – 695013
By Adv. Shri. R. LakshmanaIyer

Management : The General Manager
Vijayamohini Mills
Thirumala P.O.
Thiruvananthapuram
By Adv. Shri.Ajith S. Nair

This case coming up for final hearing on 14.05.2019 and this Tribunal-cum-Labour Court on 03.07.2019 passed the following.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42012/278/2010-IR(DU) dated 24.05.2011 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the enquiry conducted by the management against the workman namely Shri. B. Gopalakrishnan was proper and in full appreciation of the facts of the case? Whether the

punishment imposed on the workman was proportionate to the charges levelled against him? If not, what relief the workman is entitled to?"

3. According to the claim statement filed by the workman he was appointed in the service of the management in the year 1992. On 14.02.2005 he met with an industrial accident during the course of his employment, while working in the carding machine and sustained serious injury to his right knee. He was treated in ESI hospital and was referred to Medical College, Trivandrum. He underwent treatment for a period of one year. During the period of treatment he was on medical leave, sanctioned by the management. He rejoined duty after prolonged treatment. Even after joining duty he used to suffer severe pain and used to go on leave. While so, he received a show cause notice dt.08.07.2008 directing the workman to give his explanation on allegations of poor attendance and unauthorized absence. His explanation was rejected by the management and an enquiry was ordered to be conducted. The Enquiry Officer submitted his report on 04.09.2009. Management accepted the enquiry report and the findings therein and imposed a punishment of removal from service on the workman with effect from 19.10.2009. The enquiry report along with the decision of the Disciplinary Authority was challenged on the ground that
 - a. The workman was not given proper assistance to defend his case
 - b. Copies of the documents were not given to the workman
 - c. The Muster Roll relied on by the Enquiry Officer is not marked in the enquiry
 - d. No opportunity was given to the workman to lead defence evidence.
 - e. The workman never admitted the charges framed against him as claimed by the Enquiry Officer.
4. According to the workman the punishment of removal from service is grossly disproportionate to the charges alleged to be proved. The management failed to consider the extenuating circumstances under which the workman was forced to take leave.
5. The management filed their written statement denying the allegations of the workman. According to the management policy disciplinary action was initiated against employees whose attendance was very poor. The workman was not attending his duties regularly. Hence a memo dt.08.07.2008 was issued to him. The workman admitted his poor attendance and committed that he will improve his attendance. Since his reply was not satisfactory a Disciplinary Enquiry was ordered and an Enquiry Officer was appointed to enquire in to the charges. The Enquiry Officer returned a finding of guilt. The report was communicated to the workman to offer his comments. The workman did not offer any comment and a show cause notice was issued to him intimating the decision of the management to relieve him from the service. In the reply the workman did not allege any impropriety in conduct of the enquiry and findings by the Enquiry Officer. He only submitted that he will try to improve his attendance. Since the management found that his explanation was not satisfactory he was relieved from the service as per order dated 12.10.2009. It is admitted by the management that the workman met with a serious accident and was on sanction medical leave for all most a year. However the management denied that there was any irregularity in the conduct of the enquiry, as adequate opportunity was given to the workman, all proceedings were recorded and signed by him and he never raised any objection regarding marking of documents during the course of enquiry.
6. After completing the pleadings the management examined the enquiry officer as MW1 and marked Exbts.M1 to M9. The workman did not adduce any evidence.
7. The issues to be considered are;
 1. Whether the findings of the Enquiry Officer is proper and justified on the basis of evidence?
 2. Whether the punishment is proportional to the proved charges?
 3. Relief and cost

8. Issue No. 1

This Tribunal has already found that the enquiry is conducted properly following the principles of natural justice. Hence the further question to be decided is whether the findings of the Enquiry Officer are supported by legal evidence. The charge leveled against the workman is low attendance and productivity. Exbt.M3, show cause notice dt.08.07.2008 clearly spells out the charges of low attendance and unauthorized absence. In his reply, Exbt.M3(a) he admitted the low attendance and agreed that he will regularly attend the office. In Exbt.M3(c) the workman admitted that he worked only for 7 days during February 2007. From the enquiry proceedings dt.14.03.2009 it is seen that workman admitted his unauthorized absence and explained that he could not attend the office because of his sickness. Further in the proceedings dt.28.03.2009 the workman admitted to the charges levelled against him.

9. In view of the above evidence the findings of the enquiry is proper and justified.

10. Issue nos. 2 & 3

It is an admitted fact that the workman met with an industrial accident during 2005. It is also admitted that the workman was undergoing treatment for almost one year in ESI Hospital and Medical college. He was on medical leave during the period of treatment. The management has no case that the workman was irregular in attendance before the date of his accident. The management has taken a lenient view holding that the workman is entitled to all retiral benefits. Considering the above facts and circumstances it is felt that the punishment of removal from service is proportionate to the charges proved against the workman.

11. It is clear from the evidence available on record that the workman will not be in a position to do justice to his work in future. In a market economy it is also not advisable to direct the management to retain a person in service when his productivity has come down to 10%. It is seen from the Exbt.M8, discharge order dated 12.10.2009 that the Management had already extended all retiral benefits to the workman.

In view of the above I am not inclined to interfere with discharge order issued to the workman by the management.

Hence an Award is passed holding that the punishment awarded to the workman is proportionate to the proved charges against him and he is not entitled to any further relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Assistant, transcribed and typed by him, corrected and passed by me on this the 3rd day of July 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the workman	-	Nil
Witness for the Management	-	MW1 dt.02.07.2014 Shri. R. Harikumar
Exhibits for the workman	-	Nil

Exhibits for the Management:-

- M1 -Enquiryfindings (in Original) conducted by Shri.R.Harikumar.
Enquiry Officer dated 04.09.2009.
- M2 -Enquiry proceedings (in Original) conducted by
Shri.R.Harikumar Enquiry Officer on 14.03.2009 & 28.03.2009.
- M3 -Copy of Show Cause Notice dated 08.07.2008 served to the workman by the management
- M3(a) -Copy of the reply dated Nil submitted by the workman to the management
- M3(b) -Copy of the Memo dated 10.03.2007 issued by the General Manager of the management to the workman
- M3(c) -Copy of the reply dated 10.03.2007 submitted by the workman to the management
- M3(d) -Copy of the Memo dated 10.03.2007 issued by the General Manager of the management to the workman
- M3(e) -Copy of the Memo dated 12.02.2007 issued by the General Manager of the management to the workman
- M4 -Copy of the Enquiry Notice dated 18.07.2008 served by the management to the workman
- M5 -Copy of the Memo dated 15.09.2009 issued by the General Manager of the management to the workman
- M6 -Copy of the Memo dated 05.10.2009 issued by the General Manager of the management to the workman
- M7 -Letter dated 05.10.2009 addressed to the General Manager of the management by the workman
- M8 -Copy of the order dated 12.10.2009 issued by the General Manager of the management to the workman
- M9 -Undelivered letter sent by the management through Registered Post with A/D to the workman marking the same as 'Unclaimed Returned to sender'.

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1337.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सेंट्रल इंस्टीट्यूट ऑफ फिशरीज एजुकेशन, वर्सोवा मुंबई, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, मुंबई के (संदर्भ संख्या CGIT-2-5/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.07.19 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 18th July, 2019

S.O. 1337.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT -2-5/2018) of the Central Government Industrial Tribunal cum Labour Court Mumbai, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Central Institute of Fisheries Education, Versova Mumbai . & Others, and their workmen which were received by the Central Government on 10.07.19.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT :** M. V. Deshpande, Presiding Officer**COMPLAINT NO. CGIT-2/5 of 2018****IN****REF. NO. CGIT-2 / 46 OF 2009**

1. Rudraprasad Singh
2. P.K. Sharma
3. S.N. Mishra
4. Abhiram Sharma
5. Sanjay K. Sharma
6. R. D. Singh
7. Shiv Kumar Singh
8. Arjun Sharma
9. P. A. Pawar
10. JaysinghYadav
11. DhanrajYadav
12. Pramod K. Singh
13. Prakash B. Kadam

Address for all Complainants:

C/o. Shri R. K. Pednekar
504, Type II Building, New CPWD Building
Near Sahar Cargo Complex,
Andheri [East], Mumbai – 400 099.

: **COMPLAINANTS**

V/s.

Central Institute of Fisheries Education,
PanchMarg, Off Yari Road, Versova,
Andheri [West],
Mumbai- 400 061.

: **OPPONENT**

APPEARANCES:

FOR THE OPPONENT : Mr. P. Shah, Advocate
 FOR THE COMPLAINANTS : Mr. J. H. Sawant, Advocate

Mumbai, dated the 17th June, 2019.

AWARD

1. Complainants are second party workmen in industrial dispute referred by the Central Government by order dated 21.05.2009. The reference is pending.
2. According to the complainants, the opponent had contravened the provisions made u/s. 33 of I.D. Act. The opponent as such has altered the conditions of services of the complainants who are workmen to their prejudice during pendency of the proceedings in Ref. No. CGIT-2 / 46 OF 2009, by reducing the amount of their monthly wages to the extent of Rs.7000/- per head from the month of Oct. '18 by making inordinate delay in payment of wages by non-payment of amount of EPF & ESIC contribution in respect of complainants and by not making payment of bonus. The complainants are therefore asking for giving direction to the opponent to make the payment of full wages to them without any deductions as effected by the opponent, timely payment of wages in every month, payment of EPF & ESIC contributions and payment of bonus for every year of their service to them. They are also asking for awarding punishment to the opponent for his contravention in section 33 of I.D. Act.
3. The opponent by filing say contended that they have not altered the conditions of the service of the complainants and 46.75% are deducted as per the directions of Annual Audit Party of the opponent. Service conditions of the complainants are continuing by the Central Institute of Fisheries Education as per the directions of Hon'ble H.C. in W.P. No. 634 of 2001. Since the complainants are not regular employees of the first party, they have no right to regularization nor they can claim any consequential benefits as prayed for. The opponent has thus sought for dismissal of complaint.
4. By filing rejoinder Ex.6, complainants have reiterated that in Ref. No. CGIT-2 / 46 OF 2009 by reducing the amount of their monthly wages to the extent of Rs.7000/- per head from the month of Oct. '18 the service conditions of the complainants have been altered. Complainants are therefore asking for payment of full wages except statutory deductions as being made from the month of Oct. '18.
5. Following points arises for my determination and my findings thereon for the reasons to follow are as under:

Sr. No.	Point	Findings
1	Whether the complainants are entitled are entitled to full wages without deduction excluding statutory deductions along with timely payment of wages, payment of EPF & ESIC and bonus etc. for very year of their services. ?	Yes
2.	What order ?	As per final order

Reasons**Point No. 1 & 2.**

6. At the outset it may be stated that the union General KamgarMazdoor Union filed the WP No. 634 / 2001 and claimed that they should be absorbed by direct employment of opp. No.1 As per the order of Hon'ble H.C since the union had approached the appropriate government for referring the dispute to the court under industrial dispute as per section 10 of I.D. Act, petitioners are at liberty to apply for interim relief. As per the order of Hon'ble H.C in this writ petition, the opp. No.1 are directed to pay salary/wages to the employees on whose behalf the petition is filed till then the interim relief was granted by the Hon'ble H.C is ordered to be continued. Thus the Hon'ble H.C has already directed the opponent to pay salary/wages to the employees on whose behalf the petition is filed. It is precisely the case of opponent that complainants i.e. concerned workman are being continued in service of Central Institute of Fisheries Education as per the order of Hon'ble H.C in WP No. 634 / 2001.

7. Now it is the case of opponent that 46.75% of the wages of the complainants are deducted as per the directions of Annual Audit Party of the opponent from the month of Oct. '18. As such it is admitted by the opponent that 46.75% of the amount of wages of the complainants are being deducted from the month of Oct. '18 that to during the pendency of reference and therefore that amounts to change of service conditions.

8. It is in that circumstances the opponent can be directed to make full payment of wages to the complainants without altering any service condition during the pendency of reference and as such the opponent is directed to make payment to the complainants without any deductions.

9. Since it appears to me that making any deductions in the wages of the complainants amounts to change of service conditions in view of provisions of section 33 of I.D. Act which amounts to violation of section 33. The

application of the complainants is liable to be allowed to that extent. Hence the above points are answered accordingly as indicated against each of them in terms of above observations.

10. In the result, I pass the following order.

ORDER

1. Complaint is partly allowed.
2. Opponents are directed to make payment of full wages to the complainants without any deductions.
3. They are also directed to make timely payment of wages every month, payment of EPF & ESIC and payment of bonus for every year of their service during the pendency of reference.
4. In view of this the complaint is disposed of.

Date : 17.06.2010

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1338.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स रिलायंस नेक्स्ट लिंक प्रा. लिमिटेड रेवारी (एच आर) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 07/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.07.19 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 18th July, 2019

S.O. 1338.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.07/2014) of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to The Reliance Next Link Pvt. Ltd. Rewari (HR.) & Others, and their workmen which were received by the Central Government on 15.07.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No.7/2014

Registered on:-17.04.2014

Sh. Govind Ram, S/o Sh. Asha Ram, R/o Village Kharota,
P.O. Aharva, Teh. & Distt. Palwal-121102 (Hry.)

...Workman

Versus

Reliance Next Link Pvt. Ltd. Shanti Complex,
Opposite Shed Piper Tourism Complex, Naiwala Chowk, Rewari (Hry.)

...Management

AWARD

Passed on: 12.06.2019

1. The workman has directly filed this claim petition under Section 2(A) of the Industrial Disputes Act, 1947, with the averment that he was in the service of the management from 21.04.2008 till his illegal termination by the respondent-management. The workman was performing the duty of Electrician/Mechanical Engineer/Bill Clerk. The nature of work was of DG Repaid Mechanic and Electrical Repairs of the Towers installed by the respondent-management on various locations. He was paid Rs.14,284/- per month along with other allowances like travel allowances Rs. 5,000/- and Rs.1,000/- as diet money. He had worked for more than 240 days continuously in each preceding calendar year till his termination. Due to the satisfactory performance of the claimant/workman he was promoted on 28.05.2005 by the management by issuing employee code No. 23509073 and increases the salary and allowances. Respondent-management

are lose minded towards employee whereby the legally permissible benefit/privileges like ESIC, PF, Bonus, Casual Leave etc. are not extended when claimant demanded his dearness allowance on 30.06.2009 and remaining emoluments management relieved him from his duty illegally against the violation of the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. Claimant requested for his duty repeatedly but has not been allowed to resume his duties. The claimant has been forced to remain unemployed due to his illegal termination by the respondent. The respondent at the time of termination of the claimant retains the juniors and also made fresh appointments. In spite of notice and proceeding initiated before the Additional Labour Commissioner, Faridabad. Management refused to reinstate the claimant/workman. It is prayed that claimant be taken on duty with continuity of service and other benefits that prayed.

2. Respondent-management has resisted the claim petition by filing written statement where it is averred that it has never terminated the services of the applicant/claimant but as a matter of fact, he himself remained absent from duty without intimation w.e.f. 30.06.2009 and falsely alleged that wages for the month of April, May, June and other benefits had not been paid. The respondent-management has paid all the legal dues of the claimant/workman as such, he is not entitled to any relief as he himself has abandoned his services for better opportunities. The present industrial dispute by way of reference in view of amended provisions of Section 2-A of the Industrial Disputes Act is not maintainable before this Tribunal because of the fact that assuming the service of the claimant/workman terminated by the respondent-management on 30.06.2009, the workman has made the industrial dispute by way of demand notice dated 21.11.2012 after the expiry of 3 years from the date of his termination. Thus, claim petition is time barred in view of sub-Section 2 and 3 of Section 2(A) of the Industrial Disputes Act, 1947. It is further alleged that in the light of the specific statutory provisions this Hon'ble Tribunal is not competent to proceed with the claim petition and liable to be dismissed with cost. It is further alleged that no single person is handling the same profile in the entire region i.e. Punjab, Haryana, himachal, J&K. Therefore question of reinstatement at this stage does not arise. The alleged legal dues of the workman has already been settled in the year 2009 and the respondent-management reserves the right to submit reply, if needed. It is prayed that claim petition be disposed of in the light of the legal submission made by the respondent-management as it is not maintainable in view of the provisions of sub-Section 3 of Section 2-A of the Industrial Dispute Act, 1947.

3. Claimant has filed his replication/rejoinder denying that he has left the job at his own. It is further alleged that respondent-management has terminated his services from 30.06.2009. It is also averred that if there is any delay in filing the petition it is due to management who used to give false promises for payment of remaining dues and reinstatement. Remaining facts are the same which are already in the claim petition as such, are not required to be repeated again.

4. Both the parties are given opportunities to file their evidence. Claimant/workman Govind Ram has submitted his affidavit Ex.WW1/A as oral evidence along with 6 papers but management-counsel did not turn up for cross-examination hence, vide order dated 03.07.2018, respondent-management was proceeded ex parte.

5. During the course of pendency of the claim petition at the stage of argument, workman along with his counsel did not appear on 28.05.2019. Hence, opportunity of oral argument is being closed and case is fixed for orders. However, claimant has filed its written argument which is on record.

6. At the very outset, it can be observed that management has taken legal issue regarding the maintainability of the claim petition by virtue of its time barred in the light of the provisions contained in Section 2-A sub-Clause 3 of the Industrial Disputes Act, 1947. This specific plea has been taken by the management in Para 2 of the written statement as such, it is the legal obligation of the Tribunal to discuss the issue at first. On the basis of the plea, raised by the respondent-management, I am of the view that following points would arise for consideration:-

- (i) ***“Whether Labour Court can entertain a claim petition filed under Section 2-A(2) of Industrial Disputes Act, 1947 after three years from the date of discharge, dismissal, retrenchment or services otherwise terminated?”***
- (ii) ***Whether Labour Court has right to condone the delay in filing claim statement though sub-Section (3) of Section 2-A barred such claim?”***

7. Section 2-A of the I.D. Act enables the individual workman to raise a dispute connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his services by his employer and by legal fiction it would constitute “Industrial Dispute”. No other type of dispute regarding an individual workman is contemplated by Section 2-A. After the enactment of Section 2-A, it is not necessary that a dispute relating to the discharge, dismissal, retrenchment or otherwise termination of service of a workman must be sponsored by a trade union or a substantial number of workman. In other words, even if it is not sponsored by a trade union or a substantial number of workman, such a dispute will be deemed to be an industrial dispute. Section 2-A of the ID Act reads as under:

“2-A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute-

- (1) ***Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.***

- (2) *Notwithstanding anything contained in Section 10, any such workman as is specified in sub-Section(1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.*
- (3) *The application referred to in sub-Section(2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-Section(1)."*

A bare reading of above provision would indicate that a dispute covered under sub-Section(1) can be agitated or questioned by a workman by making an application directly to the Labour Court or Tribunal for adjudication of such dispute and such application should be filed before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service. In other words, the right conferred under Section 2A would lapse immediately preceding the date of expiry of three years of the date of dismissal, discharge etc. Sub-Section (3) of Section 2A would operate independently. The right available to the workman under Section 2A is not withstanding anything contained in Section 10 of the ID Act.

8. Thus, question arises for consideration in the present case is whether the dispute raised after three years from the date of dismissal can be entertained by the Labour Court or Tribunal condoning the delay, if any, in raising the dispute? Keeping the above principles in mind, a reading of Section 2A(3) would lead to an irresistible conclusion that time stipulated for invoking the jurisdiction of the Labour Court or the Tribunal as the case may be, has to be necessarily "before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-Section (1). "Time limit for making an application to the Labour Court stipulated in sub-Section (3) of Section 2A does not appear to have a bearing to the provisions of sub-Section (2) of Section 2A. In any event right conferred under Section 2A would lapse immediately preceding the date of expiry of three years from the date of dismissal, discharge etc.,. In other words, the limitation of three years prescribed under sub-Section (3) of Section 2A being mandatory, same cannot be condoned by taking recourse to Section 5 of the Limitation Act, 1963 which has no application to the provisions of Industrial Disputes Act, 1947.

9. Therefore, it has to be held that if claim petition is filed beyond the limitation period then it will be incumbent on the part of this Tribunal not to entertain such an application since the condition does not bars the special remedy but it also strikes at the jurisdiction of the Tribunal to entertain such application. Such interpretation is in consonance to the general rule of the interpretation of statute and such instruction will not also in any way prejudice the right of the workman to get his dispute resolved by a reference under Section 10(1) of the Act provided the dispute sought to be raised do not become state because of his inaction as held by the Hon'ble Supreme Court in the case of Balbir Singh Vs. Punjab Roadways, Indian Iron and Steel Company Ltd. Vs. Prahalad Singh,

10. The Hon'ble Supreme Court in Nasiruddin vs. Sitaram Aggarwal, reported in AIR 2003 SCW 908, has held in Para 20 as under:-

"The Courts jurisdiction to interpret a statute can be invoked when the same is ambiguous. It is well known that in a given case, the Court can iron out the fabric but it cannot change the texture of the fabric. It cannot enlarge the scope of legislation or intention when the language of provision is plain and unambiguous. It cannot add or subtract the words to a statute or read something into it which is not there. It cannot re-write or recast legislation. It is also necessary to determine that there exists a presumption that the legislature has not used any superfluous words. It is well settled that the real intention of legislature must be gathered from the language used."

11. Thus, in the background of the dicta of the Apex Court in Naziruddin's case referred to supra, when Section 2-A is perused, it would indicate that if the legislature really intended that the period of limitation provided in sub-Section (3) of Section 2-A of the Act was to be construed as directory, then it would not have prescribed the limitation of three years and it would have used the words "at any time" instead of using the words "before the expiry of three years". Though the words 'at any time' is found in section 10(1), same is conspicuously absent in sub-Section(3) of Section 2-A which would clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-Section (3) of Section 2-A and as such legislature did not employ the words 'at any time' in the said provision as found in Section 10(1) and in its place, it has specifically incorporated the words 'before the expiry of three years'. Hence, to interpret the period of limitation found in sub-Section (3) of Section 2-A as directory and not mandatory would amount to adding something which is not provided in the provisions by the legislature or it would amount to doing violence to the provision, if such interpretation is sought to be made. To my mind, the limitation of 3 years prescribed

under sub-Section (3) of Section 2-A is mandatory and same cannot be condoned by taking recourse of Limitation Act, 1963 which has no application to the provisions of Industrial Disputes Act, 1947.

12. In the background of the aforesaid discussion, when the facts of case in hand are examined, it would clearly indicate that the services of the claimant by his own averments in the petition has been terminated by the management on 30.06.2009 while order of the Assistant Labour Commissioner (Central) dated 31.12.2013 reveals that the matter has been raised by the workman on 31.11.2012 before the authority while this claim petition is preferred before this Tribunal on 16.04.2014 almost after 5 years of his alleged termination. In view of the fact that sub-Section (3) of Section 2-A having been held as mandatory and the said provision clearly indicate that in case of dismissal, discharge, retrenchment or termination, an application referred to in sub-section (2) of Section 2-A to be made before the expiry of three years, i.e., on or before 30.06.2012 and same having not been made, respondent-employee cannot be heard to contend that delay is to be condoned. At the cost of repetition, it is to be held that on the expiry of three years period from the date of discharge, dismissal etc., the right to invoke Section 2-A would stand extinguished.

13. In view of the aforestated discussion, I am of the considered view that Point No.s(1) & (ii) has to be answered in the negative namely, Labour Court cannot entertain a claim petition filed under Section 2A(2) of the I.D. Act after three years from the date of discharge, dismissal, retrenchment or termination and this Tribunal has no right to condone the delay more than five years in filing the claim petition. Even otherwise there is no explanation forthcoming for the delay in not raising the dispute from 30.06.2009 to 21.11.2012 from the date of termination till the date of filing of application before the Assistant Labour Commissioner. The contention of the workman that if there is any delay regarding the filing of claim petition it is due to the conduct of management on pretext of false promise for payment and reinstatement has no force in the eye of law.

14. Having gone through the factual and legal proposition, I am of the view that claim petition is time barred as such, this Tribunal has no jurisdiction to entertain the present claim petition and passed the order on merit without jurisdiction as such, the claimant is not entitled for any relief and the claim petition is liable to be dismissed.

15. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A. K. SINGH, Presiding Officer

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1339.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स रिलायंस नेक्स्ट लिंक प्रा. लिमिटेड रेवाड़ी (एच आर) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 06/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.07.19 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 18th July, 2019

S.O. 1339.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2014) of the Central Government Industrial Tribunal cum Labour Court Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to The Reliance Next Link Pvt. Ltd. Rewari (HR.) & Others, and their workmen which were received by the Central Government on 15.07.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.****Present:** Sh. A.K. Singh, Presiding Officer**ID No.6/2014**

Registered on:-17.04.2014

Sh. Govind Kishor Maheshwari S/o Sh. Kailash Chand,
R/o H.No.155, Purani CIA Wali Gali, Nahar Singh Colony,
Shekhpora, Teh. & Distt. Palwal-121102 (Hry.)

...Workman

Versus

Reliance Next Link Pvt. Ltd. Shanti Complex, Opposite Shed Piper Tourism Complex,
Naiwala Chowk, Rewari (Hry.)

...Management

AWARD**Passed on:-12.06.2019**

1. The workman has directly filed this claim petition under Section 2-A of the Industrial Disputes Act, 1947, with the averment that he was in the service of the management from 28.05.2005 till his illegal termination by the respondent-management. The workman was performing the duty of Electrician/Mechanical Engineer/Bill Clerk. The nature of work was of DG Repaid Mechanic and Electrical Repairs of the Towers installed by the respondent-management on various locations. He was paid Rs.14,284/- per month along with other allowances like travel allowances Rs.5,000/- and Rs.1,000/- as diet money. He had worked for more than 240 days continuously in each preceding calendar year till his termination. Due to the satisfactory performance of the claimant/workman he was promoted on 28.05.2005 by the management by issuing employee code no.23503870 and increases the salary and allowances. Respondent-management are lose minded towards employee whereby the legally permissible benefit/privileges like ESIC, PF, Bonus, Casual Leave etc. are not extended when claimant demanded his dearness allowance on 30.06.2009 and remaining emoluments management relieved him from his duty illegally against the violation of the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. Claimant requested for his duty repeatedly but has not been allowed to resume his duties. The claimant has been forced to remain unemployed due to his illegal termination by the respondent. The respondent at the time of termination of the claimant retains the juniors and also made fresh appointments. In spite of notice and proceeding initiated before the Additional Labour Commissioner, Faridabad. Management refused to reinstate the claimant/workman. It is prayed that claimant be taken on duty with continuity of service and other benefits that prayed.

2. Respondent-management has resisted the claim petition by filing written statement where it is averred that it has never terminated the services of the applicant/claimant but as a matter of fact, he himself remained absent from duty without intimation w.e.f. 30.06.2009 and falsely alleged that wages for the month of April, May, June and other benefit had not been paid. The respondent-management has paid all the legal dues of the claimant/workman as such, he is not entitled to any relief as he himself has abandoned his services for better opportunities. The present industrial dispute by way of reference in view of amended provisions of Section 2-A of the Industrial Disputes Act is not maintainable before this Tribunal because of the fact that assuming the service of the claimant/workman terminated by the respondent-management on 30.06.2009, the workman has made the industrial dispute by way of demand notice dated 21.11.2012 after the expiry of 3 years from the date of his termination. Thus, claim petition is time barred in view of sub-Section 2 and 3 of Section 2(A) of the Industrial Disputes Act, 1947. It is further alleged that in the light of the specific statutory provisions this Hon'ble Tribunal is not competent to proceed with the claim petition and liable to be dismissed with cost. It is further alleged that no single person is handling the same profile in the entire region i.e. Punjab, Haryana, himachal, J&K. Therefore question of reinstatement at this stage does not arise. The alleged legal dues of the workman has already been settled in the year 2009 and the respondent-management reserves the right to submit reply, if needed. It is prayed that claim petition be disposed of in the light of the legal submission made by the respondent-management as it is not maintainable in view of the provisions of sub-Section 3 of Section 2-A of the Industrial Dispute Act, 1947.

3. Claimant has filed his replication/rejoinder denying that he has left the job at his own. It is further alleged that respondent-management has terminated his services from 30.06.2009. It is also averred that if there is any delay in filing the petition it is due to management who used to give false promises for payment of remaining dues and reinstatement. Remaining facts are the same which are already in the claim petition as such, are not required to be repeated again.

4. Both the parties are given opportunities to file their evidence. Claimant/workman Govind Kishore Maheshwari has submitted his affidavit Ex.WW1/A as oral evidence along with 6 papers but management-counsel did not turn up for cross-examination hence, vide order dated 03.07.2018, respondent-management was proceeded ex parte.

5. During the course of pendency of the claim petition at the stage of argument, workman along with his counsel did not appear on 28.05.2019. Hence, opportunity of oral argument is being closed and case is fixed for orders. However, claimant has filed its written argument which is on record.

6. At the very outset, it can be observed that management has taken legal issue regarding the maintainability of the claim petition by virtue of its time barred in the light of the provisions contained in Section 2-A sub-Clause 3 of the Industrial Disputes Act, 1947. This specific plea has been taken by the management in Para 2 of the written statement as such, it is the legal obligation of the Tribunal to discuss the issue at first. On the basis of the plea, raised by the respondent-management, I am of the view that following points would arise for consideration:-

- (i) ***“Whether Labour Court can entertain a claim petition filed under Section 2-A(2) of Industrial Disputes Act, 1947 after three years from the date of discharge, dismissal, retrenchment or services otherwise terminated?”***
- (ii) ***Whether Labour Court has right to condone the delay in filing claim statement though sub-Section (3) of Section 2-A barred such claim?”***

7. Section 2-A of the I.D. Act enables the individual workman to raise a dispute connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his services by his employer and by legal fiction it would constitute “Industrial Dispute”. No other type of dispute regarding an individual workman is contemplated by Section 2-A. After the enactment of Section 2-A, it is not necessary that a dispute relating to the discharge, dismissal, retrenchment or otherwise termination of service of a workman must be sponsored by a trade union or a substantial number of workman. In other words, even if it is not sponsored by a trade union or a substantial number of workman, such a dispute will be deemed to be an industrial dispute. Section 2-A of the ID Act reads as under:

“2-A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute-

- (1) ***Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.***
- (2) ***Notwithstanding anything contained in Section 10, any such workman as is specified in sub-Section(1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.***
- (3) ***The application referred to in sub-Section(2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-Section(1).”***

A bare reading of above provision would indicate that a dispute covered under sub-Section(1) can be agitated or questioned by a workman by making an application directly to the Labour Court or Tribunal for adjudication of such dispute and such application should be filed before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service. In other words, the right conferred under Section 2A would lapse immediately preceding the date of expiry of three years of the date of dismissal, discharge etc. Sub-Section (3) of Section 2A would operate independently. The right available to the workman under Section 2A is not withstanding anything contained in Section 10 of the ID Act.

8. Thus, question arises for consideration in the present case is whether the dispute raised after three years from the date of dismissal can be entertained by the Labour Court or Tribunal condoning the delay, if any, in raising the dispute? Keeping the above principles in mind, a reading of Section 2A(3) would lead to an irresistible conclusion that time stipulated for invoking the jurisdiction of the Labour Court or the Tribunal as the case may be, has to be necessarily “before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-Section (1). “Time limit for making an application to the Labour Court stipulated in sub-Section (3) of Section 2A does not appear to have a bearing to the provisions of sub-Section (2) of Section 2A. In any event right conferred under Section 2A would lapse immediately preceding the date of expiry of three years from the date of dismissal, discharge etc.,. In other words, the limitation of three years prescribed under sub-Section (3) of Section 2A being mandatory, same cannot be condoned by taking recourse to Section 5 of the Limitation Act, 1963 which has no application to the provisions of Industrial Disputes Act, 1947.

9. Therefore, it has to be held that if claim petition is filed beyond the limitation period then it will be incumbent on the part of this Tribunal not to entertain such an application since the condition does not bars the special remedy but it also strikes at the jurisdiction of the Tribunal to entertain such application. Such interpretation is in consonance to the general rule of the interpretation of statute and such instruction will not also in any way prejudice the right of the workman to get his dispute resolved by a reference under Section 10(1) of the Act provided the dispute sought to be raised do not become state because of his inaction as held by the Hon'ble Supreme Court in the case of Balbir Singh Vs. Punjab Roadways, Indian Iron and Steel Company Ltd. Vs. Prahalad Singh.

10. The Hon'ble Supreme Court in Nasiruddin vs. Sitaram Aggarwal, reported in AIR 2003 SCW 908, has held in Para 20 as under:-

“The Courts jurisdiction to interpret a statute can be invoked when the same is ambiguous. It is well known that in a given case, the Court can iron out the fabric but it cannot change the texture of the fabric. It cannot enlarge the scope of legislation or intention when the language of provision is plain and unambiguous. It cannot add or subtract the words to a statute or read something into it which is not there. It cannot re-write or recast legislation. It is also necessary to determine that there exists a presumption that the legislature has not used any superfluous words. It is well settled that the real intention of legislature must be gathered from the language used.”

11. Thus, in the background of the dicta of the Apex Court in Naziruddin's case referred to supra, when Section 2-A is perused, it would indicate that if the legislature really intended that the period of limitation provided in sub-Section (3) of Section 2-A of the Act was to be construed as directory, then it would not have prescribed the limitation of three years and it would have used the words “at any time” instead of using the words “before the expiry of three years”. Though the words ‘at any time’ is found in section 10(1), same is conspicuously absent in sub-Section(3) of Section 2-A which would clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-Section (3) of Section 2-A and as such legislature did not employ the words ‘at any time’ in the said provision as found in Section 10(1) and in its place, it has specifically incorporated the words ‘before the expiry of three years’. Hence, to interpret the period of limitation found in sub-Section (3) of Section 2-A as directory and not mandatory would amount to adding something which is not provided in the provisions by the legislature or it would amount to doing violence to the provision, if such interpretation is sought to be made. To my mind, the limitation of 3 years prescribed under sub-Section (3) of Section 2-A is mandatory and same cannot be condoned by taking recourse of Limitation Act, 1963 which has no application to the provisions of Industrial Disputes Act, 1947.

12. In the background of the aforesaid discussion, when the facts of case in hand are examined, it would clearly indicate that the services of the claimant by his own averments in the petition has been terminated by the management on 30.06.2009 while order of the Assistant Labour Commissioner (Central) dated 31.12.2013 reveals that the matter has been raised by the workman on 31.11.2012 before the authority while this claim petition is preferred before this Tribunal on 16.04.2014 almost after 5 years of his alleged termination. In view of the fact that sub-Section (3) of Section 2A having been held as mandatory and the said provision clearly indicate that in case of dismissal, discharge, retrenchment or termination, an application referred to in sub-section (2) of Section 2A to be made before the expiry of three years, i.e., on or before 30.06.2012 and same having not been made, respondent-employee cannot be heard to contend that delay is to be condoned. At the cost of repetition, it is to be held that on the expiry of three years period from the date of discharge, dismissal etc., the right to invoke Section 2A would stand extinguished.

13. In view of the aforestated discussion, I am of the considered view that Point No.s(1) & (ii) has to be answered in the negative namely, Labour Court cannot entertain a claim petition filed under Section 2A(2) of the I.D. Act after three years from the date of discharge, dismissal, retrenchment or termination and this Tribunal has no right to condone the delay of more than 5 years in filing the claim petition. Even otherwise there is no explanation forthcoming for the delay in not raising the dispute from 30.06.2009 to 21.11.2012 from the date of termination till the date of filing of application before the Assistant Labour Commissioner. The contention of the workman that if there is any delay regarding the filing of claim petition it is due to the conduct of management on pretext of false promise for payment and reinstatement has no force in the eye of law.

14. Having gone through the factual and legal proposition, I am of the view that claim petition is time barred as such, this Tribunal has no jurisdiction to entertain the present claim petition and passed the order on merit without jurisdiction as such, the claimant is not entitled for any relief and the claim petition is liable to be dismissed.

15. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A.K. SINGH, Presiding Officer

नई दिल्ली, 18 जुलाई, 2019

का.आ. 1340.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स निर्देशक, राष्ट्रीय समुद्र विज्ञान संस्थान, डोना पाउला, गोवा और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गोवा के पंचाट (संदर्भ संख्या IT/37/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.07.2019 को प्राप्त हुआ था।

[सं. एल-42012/20/2007-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 18th July, 2019

S.O. 1340.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. IT/37/2007) of the Central Government Industrial Tribunal-cum-Labour Court GOA as shown in the Annexure, in the Industrial dispute between the employers in relation to The The Director, National Institute of Oceanography, Dona Paula, Goa & Others, and their workmen which were received by the Central Government on 03.07.2019.

[No. L-42012/20/2007-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(BEFORE MR. VINCENT D'SILVA, HON'BLE PRESIDING OFFICER)

Ref. No. IT/37/07

Smt. Sugandha Shirodkar,
H. No. 674, Nagali,
Taleigao, Goa.

...Workman/Party I

V/s

The Director,
National Institute of Oceanography,
Dona Paula, Goa.

...Employer/Party II

Workman/Party I represented by Ld. Adv. Shri. SuhaasNaik.

Employer/Party II represented by Ld. Adv. Shri. K. P. Anilkumar.

AWARD

(Delivered on this the 25th day of the month
of June of the year 2019)

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi by Order dated 06.07.2007 bearing No. L-42012/20/2007-IR(DU), has referred the following dispute for adjudication.

“Whether the action of the management of National Institute of Oceanography in terminating the services of their workman Smt. SugandhaShirodkarw.e.f 1.8.2006 is legal and justified? If not, to what relief the workman is entitled to?”

2. Upon receipt of the reference, it was registered as IT/37/07 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 5 and Party II filed a Written statement at Exhibit 7.

3. In short, the case of the Party I is that she joined the services of National Institute of Oceanography (NIO)/Party II and was posted in the Canteen of the Party II effective from 02.02.2004 and continued to work in the Canteen of Party II as an Office Assistant under Mrs. S. Almeida who was working as a Receptionist/In-charge of canteen of Party II on a

monthly salary of Rs. 2000/- per month. The canteen was situated in the premise of Party II and she was working as an Office Assistant performing duties like maintenance of the stock entry register; writing coupon register and tallying the sale of coupons with the cash received; taking orders for lunch online and submitting the same at the coupon counter and writing the cash book and making all the entries on the computer etc. and worked continuously from 02.02.2004 till 31.07.2006 with clean and unblemished service record maintaining excellent and cordial relations with the Party II management and other staff. The Party I met with an scooter accident and was unable to attend the duties on 24.07.2006 to 28.07.2006 and after recovering from the accident, the Party I reported for duty on 31.07.2006 but was told by the officials of Party II that her services has been terminated effective from closing hours of 31.7.2006 w.e.f 01.08.2006.

4. The action of Party II in terminating the services of Party I workman is illegal, unjustified and bad in law. The Party I worked from 02.02.2004 till the closing hours of 31.07.2006 prior to her illegal termination of service and have completed more than 240 days of continuous service with Party II. The Party I was appointed by Party II and Party I was working with Party II in the canteen under the supervision and control of Party II officers and was also paid her monthly salaries by Party II, as such there was a blatant violation of Section 25(F) of the Industrial Disputes Act, 1947 and rules made thereunder. The Party II has failed to conduct any enquiry of whatsoever nature nor Party I was paid any wages nor compensation nor she was given any prior notice or pay in lieu of notice. The action of Party II in illegally terminating service of Party I w.e.f 01.08.2006 is illegal, unjustified and bad in law and is in total contravention of Section 25(F) of Industrial Disputes Act, 1947 and Rules made thereunder.

5. The Party II has issued her service certificate stating that Party I has worked with Party II as Office Assistant. The Party I also claimed that after terminating the services of the Party I by the Party II, the Party II has recruited new persons in place of the Party I. The Party I has raised an Industrial Disputes vide letter dated 01.08.2006 however, Party II failed to respond and as such the Party I raised an Industrial Dispute before the Office of the Asst. Labour Commissioner, Government of India Vasco, on 19.02.2007 demanding immediate reinstatement, full back wages and continuity in service. The Asst. Labour Commissioner intervened immediately. However, the matter was not resolved in conciliation across the table and as such a failure was recorded by the Asst. Labour Commissioner in conciliation on 14.03.2007. The action of Party II in illegally terminating her services w.e.f 01.08.2006 is illegal, unjustified and bad in law and is an act of hire & fire at the whims and fancies of Party II. Hence the reference.

6. In the Written statement, the Party II has claimed that the National Institute of Oceanography is one of the National Laboratories set up by the Council of Scientific and Industrial Research (CSIR), as such, it is not an 'industry' within the meaning of Section 2(j) of Industrial Disputes Act, 1947. The Planning Commission of India formulates policy and sets objective targets for the purpose of research by CSIR. The Planning Commission has set up various working groups consisting of experts in different fields to formulate the plan for relevant sector in collaboration with Central Ministries and State Governments. Likewise in the case of Scientific Research, Planning Commission has set up independent committees, working groups, and panel of experts and scientists to suggest plans for various sectors of scientific research. CSIR or any of its Laboratories including NIO are not indulged in any activity of business, trade or manufacture. It is merely a Research Institute. It is also not a Commercial Enterprise. The research conducted by NIO is for the benefit of India as a Nation and also for the benefit of mankind. Thus, NIO does not come within the scope of definition of the term 'Industry' as defined under Section 2(j) of Industrial Dispute Act, 1947, as such, the present dispute is not an industrial dispute at all. The present dispute/ reference is therefore liable to be dismissed for want of jurisdiction being not maintainable before the Hon'ble Tribunal.

7. CSIR and NIO are exercising sovereign functions of the State. At the time of recruitment of any employees, NIO always follows the well established process of selection as laid down by law. Apart from calling for names from Employment Exchange, it advertises all the posts. The Selection Committee selects the candidates on merits. In case of promotional posts, the selection is done by Departmental Promotion Committee (DPC) by following the norms set up by the Govt. of India. The records of NIO disclose that the Party I has never been employed by NIO. Even otherwise, she has neither faced any interview nor any other process of selection. She has never been on the rolls of NIO as its employee. The Party I has approached this Hon'ble Tribunal with false and fabricated claims. Section 25F of the Industrial Disputes Act is not applicable for the employees of NIO. The Party I is not entitled for any relief from either by way of adjudication of her false claim of termination or reinstatement or with back wages or otherwise.

8. The Party I filed a rejoinder at Exh.8 denying the case put forth by Party II in the written statement.

9. Issues that came to be framed at Exh. 9 are as follows:

- (1) Whether the Party I proves that she was working as an Office Assistant in the canteen of the Party II from 02.02.2004 till 31.07.06?
- (2) Whether the Party I proves she was unable to attend duties from 24.07.06 to 28.07.06 due to an accident?
- (3) Whether the Party I proves that the termination of her services, by the Party II is illegal and unjustified?

- (4) Whether the Party II is an industry within the meaning of Section 2(j) of the Industrial Dispute Act?
- (5) Whether the dispute is an Industrial Dispute?
- (6) Whether the Tribunal has jurisdiction to decide the reference/dispute?
- (7) What relief? What order?

10. The Party I, Smt. Sugandha Shirodkar examined herself and produced on record a copy of statements of Accounts dated 22.11.2010 State Bank of India at Exh. 20 colly, a copy of Certificate dated 07.02.2006 issued by Secretary NIO Department Canteen at Exh. 21, a copy of notice dated 02.02.2005 issued by Secretary, NIO Departmental Canteen at Exh. 22, a copy of letter dated 02.08.2006 addressed to the Director of NIO at Exh. 23, a copy of dispute dated 04.09.2006 raised before the Assist. Labour Commissioner, Panaji at Exh. 24 and a copy of letter dated 19.02.2007 addressed to the Asst. Labour Commissioner, Vasco da Gama, Goa at Exh. 25. On the other hand, Party II examined Shri Mohan Ganesh Dalvi and produced on record a copy of Index of Writ Petition No. 741/2010 along with the annexures at Exh. 30 colly and a copy of order dated 06.01.2011 in the Writ Petition at Exh. 31.

11. Heard arguments. Notes of Written arguments came to be placed on record by both the parties.

12. I have gone through the records of the case and have duly considered the arguments advanced. My findings to the above issues are as follows:

Issue No. 1, 2 & 3	...	In the Negative
Issue No. 4, 5 & 6	...	In the Negative
Issue No. 7	...	As per final order

REASONS

ISSUE NO. 1, 2 & 3:

13. Learned Adv. ShriSuhaasNaik for Party I has submitted that Party I was recruited directly by NIO by conducting the written test, oral test and interview and after following due process of selection as stated by her. The work of Party I was supervised and controlled by the Secretary of the Party II canteen, Mr. BlascoFernandes and Party I workman was interviewed by the Mrs. Shanti Almeida, the employee of Party II establishment. He further submitted that Party I has also produced her service certificate issued Mr. Vijay Kumar at Exhibit 21 who was the officer of Party company and was receiving salary in her salary account by cheque through Party II establishment i.e. NIO and has produced the statement of account of State Bank of India, Dona Paula, which clearly reflects that the salary was paid by NIO. He further submitted the recruitment of Party I was done under Central Government Service Rules, however suddenly on 01.08.2006 her services was terminated without following due process of law, which is illegal, unjust and bad in law and is an act of hire-& fire at the whims and fancies of NIO. He further submitted that the employer has also failed to produce any document to suggest that the workman was engaged through the contractor neither the employer produced any contract licence on record that the said contractor was having a valid contract licence to employ Party workman and that it is clear fact that no notice, notice pay has been served by the employer NIO and as such there is complete violation of the statutory provisions of law as required under Section 25-F of the I.D. Act, 1947 and hence the Party I is entitled for relief prayed.

14. Per contra, Ld. Adv. Shri K. P Anilkumar for Party II has submitted that the Party II herein follows the CCS(CCA) Rules as applicable to the Central Government servants. It is covered by the constitutional requirement of reservation etc. The employees are recruited through well laid down procedures like advertisement, written test, interview etc. Posts are fixed and are filled up through the above recruitment process. Appointment in the lab level is made by the Director of the concerned lab. He further submitted that the Party I was not recruited by CSIP or NIO. The Party I has not done any work of CSIR or NIO. She has never applied for any post and she was not issued any appointment letter. She was as seen from the records, appointed by the Canteen Committee who was running a canteen for the employees of NIO. The canteen committee consisted of employees of NIO and NIO has no role in running the canteen and there is no position in NIO in respect of canteen and therefore the Industrial dispute raised by the Party I claiming employment under CSIR/NIO is false.

15. It is well settled that burden of proof is on the workman to establish employer-employee relationship and where a person asserts that she is a workman of the company and it is denied by the company, it is for him/her to prove that fact and not for the company to prove that she was not an employee of the company but of some other person. The relevant facts to be taken into consideration to establish an employer- employee relationship as held in the case of *M/s. Workmen of Nilgiri Co-op. Mkt. Society Ltd. vs. State of T.N. and others, (2004) 3 SCC 514* would include, inter alia: (a) who is the appointing authority; (b) who is paymaster; (c) who can dismiss; (d) how long alternative service lasts; (e) the extent of control and supervision; (f) the nature of the job e.g. whether it is professional or skilled work; (g) nature of establishment; (h) the right to reject.

16. Admittedly, the Party I was working in the canteen of Party II however there is, nothing on record including appointment letter that she was recruited through well laid down procedure like advertisement, written test, interview etc by Party II as posts with Party II are filled up through above recruitment process. There is no dispute that Party I was not recruited by Party II through Employment Exchange. It has not been brought on record that she was recruited by CSIR or NIO or that she had applied for the post and that she was issued an appointment letter. Party I Smt. SugandhaShirodkar has admitted in the cross examination that she was not employed with Party II through employment exchange. She claimed that she was told that Party II had issued an advertisement for filling up the posts of canteen works; however, no such copy of advertisement has been produced. She claimed that she was called for the interview by Shanti Almeida, but no such call letter for the interview has been produced nor it is explained that said Shanti Almeida had authority to issue such a letter. She claimed that her salary was directly credited in her account but feigned ignorance whether her salary bill was prepaid by Party II. The Statement of account at Exh. 20 colly do not show that she was employed by Party II and was paid the salary by Party II.

17. The Party I, Smt. Sugandha has admitted that she had not signed day to day attendance register and that her signature was obtained only once in a month for having attended the duties for the said months by said Smt. Shanti Almeida. The Party I has not produced any documents indicating that she made application for the job or that she was selected by due process of law or that she was working in the canteen managed and run by the Party II or that that she was terminated by Party II, which fortifies the case of Party II that there was no employer-employee relationship between them and that she was never on the rolls of NIO as an employee. The Party I has produced on record a Certificate dated 07.02.2006 at Exh. 21 issued by Secretary, NIO, Departmental Canteen stating that Party I was working on contract as Office Assistant in the NIO Departmental Canteen for National Institute of Oceanography. The said certificate has been disputed by Party II. Even it is considered that she was working for the canteen, there is nothing on record that she is the employee of Party II and was appointed by it by following prescribed procedures. The Party I failed to show that she has been paid by Party II and that her work was supervised and controlled by Party II. It has not been shown by her that Party II was running the said canteen. If the canteen is run by the canteen committee consisting of the employees of NIO and that she was working in the said canteen, the Party I cannot claim any reliefs against Party II in the absence of employer-employee relationship between the two.

18. The Party I has thus failed to overcome the test laid down by the Hon'ble Apex Court in the case of *M/s. Workmen of Nilgiri Co-op. Mkt. Society Ltd., supra* nor shown that she was appointed by Party II or that she was paid salary/remuneration by it or that the disciplinary action was initiated by Party II and therefore the contention of Learned SuhaasNaik as stated above cannot be accepted having any merits. The Party I having failed to show that she was employed by Party II and was posted in the canteen of Party II from 02.02.2004 till 31.07.2006, either as casual labourer or otherwise, drawing salary from Party II, it cannot be said that the termination of her services was effected by Party II or that it is illegal and unjustified. Hence, the above issues are answered in the negative.

ISSUE NO. 4, 5 AND 6 :

19. Learned Adv. Shri SuhaasNaik for Party I has submitted that the action of Party II in terminating the services of Party I workman is illegal, unjustified and bad-in-law and that prior to her illegal termination of services, the Party II has failed to conduct any enquiry of whatsoever nature nor Party I was paid any wages or compensation nor she was given any prior notice or pay in lieu of notice. He further submitted that no notice, notice pay has been served by the employer NIO and as such there is complete violation of the statutory provisions of law as required under section 25-F or the Industrial Disputes Act, 1947 and hence the Party I workman named in the schedule or reference is entitled for immediate reinstatement, full back wages and continuity in service with Party I employer.

20. Per contra, Ld. Adv. Shri K. P Anilkumar for Party II has submitted and rightly so that NIO is one of the National Laboratories set up by the Council of Scientific and Industrial Research and is under administrative Control of CSIR which is under the Ministry of Science and Technology as stated by Shri Mohan Ganesh Dalvi in his affidavit. He also stated that the object of the council of the Scientific Research is for the promotion; guidance and coordination of the scientific and industrial research in India including the institution and the financing of specific research, etc. The CSIR or any its Laboratories including NIO have not indulged in any activity of business, trade or manufacture. It is merely a Research Institute. It is also not a commercial enterprise. The research conducted by NIO is for the benefit of India as a Nation and also for the benefit of mankind. Thus, NIO does not come within the scope of definition of the term 'Industry' as defined under Section 2(j) of Industrial Dispute Act, 1947 and therefore the present dispute is not maintainable. It is also held by the Apex Court in the case of *Physical Research Laboratory vs. K. G. Sharma* passed on 08.04.1997 that CSIR is not an Industry as defined under Industrial Dispute Act as the Institute is doing only physical research and are governed by Central Civil Service Rules and was performing such activities for the betterment of scientific knowledge which cannot come in the purview of Industry. It is therefore Party II is not an Industry within the meaning of Section 2(j) of Industrial Disputes Act. The Tribunal therefore has no jurisdiction to decide the reference as the dispute is not an industrial dispute. Hence, the issues no. 4, 5, and 6 are answered in the negative.

ISSUE NO. 7:

21. The Party I has failed to prove that she was working as an Office Assistant in the canteen of Party II and that the termination of her services by Party II is illegal and unjustified and hence, the Party I is not entitled for any reliefs.

22. In the result, I pass the following:

ORDER

- (i) It is hereby held that there was no employer-employee relationship between the Party I and the Party II and that the termination of services of Party I was not effected by the management of Party II i.e. National Institute of Oceanography.
- (ii) Party I /workman Smt. SugandhaShirodkar is therefore not entitled to any relief.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

VINCENT D'SILVA, Presiding Officer

नई दिल्ली, 19 जुलाई, 2019

का.आ. 1341.—राष्ट्रपति, श्री राधा मोहन चतुर्वेदी, पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायालय, जयपुर को दिनांक **15.07.2019** से छः माह तक की अवधि अथवा नियमित आधार पर पद के भरे जाने तक अथवा अगले आदेश तक केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायालय, अहमदाबाद के पीठासीन अधिकारी के पद का अतिरिक्त प्रभार सौंपते हैं।

[सं. अ-11016/04/2017-सीएलएस-II]

संजीव नंदा, अवर सचिव

New Delhi, the 19th July, 2019

S.O. 1341.—The President is pleased to entrust the additional charge of the post of Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad to Shri Radha Mohan Chaturvedi, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Jaipur for a period of six months with effect from 15.7.2019 or till the post is filled on regular basis or until further orders, whichever is the earliest.

[No. A-11016/04/2017-CLS-II]

SANJEEV NANDA, Under Secy.

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम/एस हांगकांग और शंघाई बैंकिंग कॉर्पोरेशन लिमिटेड प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 01/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.07.2019 को प्राप्त हुआ था।

[सं एल-12025/01/2019—आई आर (बी.1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.01/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of M/s. Hongkong & Shanghai Banking Corporation Ltd and their workmen, received by the Central Government on 22.07.2019.

[No. L-12025/01/2019-IR (B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Application No. CGIT-01 of 2012(Under Section 2A of the I.D. Act, 1947)

Parties: Shri Saptarshi Mukherjee,
41, Babubagan Lane,
P.S. Dhakuria,
Kolkata – 700031

...Applicant

- Vs -

M/s. Hongkong & Shanghai Banking Corporation Ltd.,
31 Binoy Badal Dinesh Bag,
Kolkata – 700001

...Opp. Party

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Applicant : Mr. Suvodip Bhattacharya, learned counsel

On behalf of the Opposite Parties : Mr. S.H. Quader, learned counsel

State: West Bengal.

Industry: Banking

Dated: 10th July, 2019

AWARD

This is an application under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act of 1947 for convenience) filed by the concerned workman, Shri Saptarshi Mukherjee challenging his termination order dated 20th February, 1997 as illegal and also praying for his reinstatement with full back wages including promotional allowance. The Opposite Party has filed its reply in which the maintainability of application under Section 2A of the Act of 1947 has been challenged on the ground of limitation.

2. Learned counsel for the Opposite Party has contended that the Act of 1947 prescribes limitation of only three years to file application under Section 2A. He relied on **Swapan Adhikari V. State of West Bengal**, 2014(4) CHN 435(CAL) in support of his contention.

3. Learned counsel for the Applicant relied on **Municipal Corporation, Jabalpur V. Presiding Officer, Labour Court and Another**, 2018 LLR 150 has submitted that where the workman has raised dispute at belated stage, even after several years, the application under Section 2A of the Act of 1947 has been held to be maintainable.

4. Admittedly the termination order was passed on 20th February, 1997 and this application under Section 2A of the Act of 1947 was moved on 13th February, 2012, i.e., approximately 15 years from the date of his termination. Section 2A(3) of the Act of 1947 prescribes period of limitation for filing application to challenge dismissal or termination under this section which reads as follows:

“2A(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).”

5. From the above quoted provision it is established that the application under Section 2A of the Act of 1947 can only be filed before the expiry of three years from the date of termination of service which is admittedly not done in the present case. Learned counsel for the Applicant has submitted that the workman had challenged his termination before the civil court and after conciliation proceeding before the Regional Labour Commissioner the Opposite Party has gone before the Hon'ble High Court by filing Writ Petition No. 640 of 2000. It is also submitted that the Hon'ble High Court of Calcutta in Writ Petition No. 388 of 2003 has given liberty to the Applicant to file his application before the appropriate authority under the Act of 1947. The learned counsel has relied on paragraphs quoted below from the judgment passed by the Hon'ble High Court in the above writ petition on 20th May, 2011 -

“I am, accordingly, of the view that the petitioners have not made out any case for invoking the Constitutional Writ Jurisdiction of this Court seeking invalidation of the proceeding, which has been instituted before the authorities under the Industrial Disputes Act. The petitioners shall be entitled to raise the points on the strength

of which the present petition has been filed in course of the proceeding before the authorities under the said Act. The writ petition is accordingly dismissed. All interim orders passed in this matter shall stand dissolved.

Since the writ petition itself is being dismissed, connected application being GA No. 1299 of 2003 for all practical purpose becomes infructuous and shall stand disposed of.

The interim order passed in this writ petition shall stand dissolved. Let the appropriate authority under the Industrial Disputes Act take further steps in this matter expeditiously so that the controversy could be resolved at an early stage. I however make it clear that the forum constituted under the said Act shall examine the question of maintainability of the dispute on its own merit. I have refrained from addressing the said issue on merit for the reasons indicated in the earlier part of this judgment.”

6. After perusal of above quoted paragraphs I have failed to find out any liberty given to the Applicant to file this application condoning delay in filing the application or condoning the period consumed in litigation before the Hon'ble High Court.

7. The case law cited by the learned counsel for the Applicant, **Municipal Corporation, Jabalpur** (supra) has no applicability to the facts of the instant case and the same is distinguishable on facts and law. In the above quoted case law the workman has not raised any demand disputing his termination. Therefore, the corporation contended that the termination order was acceptable to the workman concerned. The Court held that the dispute comes into existence when any demand is raised by the workman and refused by the management and when the demand was not raised by the workman, no dispute came into existence. The relevant portion of the judgment is worth quoting –

“42.3 Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, he has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute cease to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances disclose that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as “dead”, then it would be non-existent dispute which cannot be referred.”

8. In above cited case law the matter was alive even after lapse of considerable period of time and the workman submitted the reference before conciliation officer after inordinate delay of 4 years from the date of accrual of cause of action, i.e., raising of dispute. Moreover it was a case of reference under Section 10 of the Act of 1947. Hence ratio of the case has got no bearing to the instant case under Section 2A of the Act of 1947.

9. In the instant case, it appears that the workman was regularly pursuing his case before the Regional Labour Commissioner and also before the Civil Court which was denied by the Opposite Party. Then the dispute had arisen the moment the demand was made by the workman challenging the illegality of his termination order dated 20th February, 1997 when it was denied by the management. Filing case before the Civil Court by the workman and filing writ petition by the management before the High Court show that the parties contested their respective cases by tooth and nail. So, it cannot be said that the dispute did not come into existence and the application is filed within three years when it arose.

10. Hon'ble Calcutta High Court in **Swapan Adhikary case** (supra) has held that right conferred under Section 2A of the Act of 1947 lapses immediately preceding the date of three years of the date of dismissal. It has also been held that provision of Section 2A(3) of the Act of 1947 operates independently, no matter conciliation proceedings are pending.

11. In view of above facts and circumstances, I am of the considered view that the application under Section 2A of the Act of 1947 is highly time barred. Therefore, rejected.

Dated, Kolkata

10 July, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ.1343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 93/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.07.2019 प्राप्त हुआ था।

[सं एल-12025/01/2019—आई आर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 93/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No -II Chandigarh* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 22.07.2019.

[No. L-12025/01/2019-IR (B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A.K. Singh, Presiding Officer**ID No. 93/2014****Registered on:-01.07.2014**

Sh. Ajay Sood, S/o Late Sh. Amar Singh, Village & Post Office,
Bhawarna, District Kangra (HP)

... Workman

Versus

1. State Bank of India, through its Deputy General Manager (Business & Operations), State Bank of India Zonal Office 40, SDA Commercial Complex, Kasumpti, Shimla-171009(HP).
2. Regional Manager, State Bank of India, Regional Business Officer,
Centre Point Building, Civil Lines, Dharamshala, District Kangra (HP)

... Management

AWARD**Passed on:-09.07.2019**

1. The workman has directly filed this claim petition under Section 2A(2) of the Industrial Disputes Act, 1947, with the averment that he was an employee of the State Bank of India, right from the year 1979 up to the date of his illegal termination from 06.11.2013. Aggrieved with the order of dismissal dated 06.11.2013 followed by an appellate-authority order dated 03.01.2014, workman has preferred this industrial dispute after failure of the conciliation proceedings, for setting aside the order of dismissal. Initially workman was appointed as Clerk-cum-Cashier in the management/respondent-bank on 25.06.1979 and subsequently promoted as Senior Assistant, Special Assistant and finally Senior Special Assistant in the year 2011. Though, he was to superannuate on 31.01.2012 however, he was granted extension of two years and as such, his date of superannuation happened to be 31.01.2014. During the long service, he had excellent service record and annual confidential reports securing 10 out of 10 marks and 8 out of 10 marks for the year 2012-13. The workman was served with a memorandum dated 05.01.2013, whereby the disciplinary-authority decided to initiate proceedings for the imposition of major penalty on account of alleged gross misconduct based on totally false and baseless grounds through charge-sheet mentioning 9 charges (Annexure P-1). The workman submitted the reply(Annexure P-2) of charge-sheet vide letter dated 09.02.2013. It is pertinent to mention that while submitting the charge-sheet, the list of witnesses or documents were not given to the workman even without considering the reply of the workman, disciplinary-authority vide its order dated 04.03.2013(Annexure P-3) ordered the instigation of enquiry. The disciplinary authority appointed enquiry officer as well as presenting officer and the date of first hearing was fixed for 11.04.2013 of which date, the list of witnesses and documents were given to the workman. The witnesses were examined by the enquiry officer separately with respect to the separate parties but copies of the statement of witnesses and day to day proceedings were not given to the workman. The workman requested to the enquiry officer vide its letter dated 26.03.2013(Annexure P-6) for supplying of the documents which were very vital for defence of the workman but it was refused by the enquiry officer. After concluding the enquiry, the next date for examination of defence witnesses was fixed on 03.09.2013. The workman supplied the list of witnesses who were examined by him but due to suffering from liver cirrhosis and treatment at different hospitals including FORTIS Hospital, request was made by the workman for postponing the enquiry through letters(Annexure P-8, P-9, P-10, P-11, P-12, P-13, P-14 and P-15) with respect to grant of leave but working of the enquiry officer was not impartial as such, a legal notice dated 08.10.2013(Annexure P-16) was sent by the workman to the disciplinary authority for change of enquiry officer on various grounds along with copy to the enquiry officer. The disciplinary authority or the enquiry officer did not consider the request of the workman for postponement of the enquiry proceedings or the change of enquiry officer despite the fact that workman was seriously ill resulting the ex parte enquiry vide order dated 11.10.2013 by the enquiry officer. Enquiry officer did not issue summon to the defence witnesses and enquiry officer choose to proceed ex parte and submit his

enquiry report(Annexure P-18) holding that all the charges have been proved against the workman. Disciplinary authority issued show cause notice dated 22.10.2013 concurring findings of the enquiry officer with proposed punishment of dismissal from service. The workman requested for supply of the copies of the enquiry report and grant him time for reply to the show cause notice but of no use, resulting appearance of the workman for personal hearing on 05.11.2013 but on the said date, the officer discharging the duties of disciplinary authority was on leave and ultimately without giving opportunity of being heard disciplinary authority passed the impugned order dated 06.11.2013 in haste manner. It is alleged that the impugned order of dismissal has been passed without giving reasonable opportunity for examining defence witnesses and submission of enquiry report to the workman with mala fide intention which is liable to be set aside and the workman be ordered to be reinstated in service with all consequential benefits including salary etc.

2. Management of State Bank of India have filed written statement, alleging therein that workman was dismissed from service vide order dated 06.11.2013 which was upheld by the appellate-authority vide order dated 03.01.2014. After due consideration as a result of fair and proper enquiry proceedings the workman was given full opportunity to prove his innocence, applying the principles of natural justice. The opportunity of personal hearing was also afforded to the workman by appellate-authority. After duly considering the facts and finding of the enquiry report has rejected the appeal preferred by the workman vide its order dated 03.01.2014. In fact, the workman while posted in Palampur Branch, committed a grave misconduct as per service conditions governing him on 05.01.2013 with specific charges. The workman has neither got any cause of action to prefer the present reference nor case on merit thus, the same is declined at the very outset. The list of witnesses and documents were given to the workman on the very first date of enquiry during the enquiry proceedings which has been admitted by the workman himself in the opening line of Para 8 of the statement of claim. It is also admitted that the disciplinary authority has correctly considered the evidence on record and also after analyzing the evidence and facts of the case passed the order of punishment. It is averred that workman did not allow the enquiry officer to proceed with the enquiry proceedings on one pretext or the other with the mala fide intentions to delay the enquiry proceedings. The opportunity of hearing is fully afforded to the workman by the enquiry officer and even public notice was published in the daily news paper The Tribune on 04.10.2013 to put up his defence if any. The copy of the enquiry report was dully supplied to the workman and after proper and legal enquiry the workman was terminated from the services as such, workman is not entitled for any relief prayed in the claim petition.

3. The workman has filed its rejoinder, reiterating the same facts alleged in the claim petition as such, it does not required to be repeated again.

4. The Tribunal after giving an opportunity to both the parties to lead evidence on fairness of enquiry passed an order dated 11.02.2016, holding that enquiry is not conducted in fair and reasonable manner against the principle of natural justice. The order is not challenged by the management and it has gain the finality.

5. After passing the order regarding the fairness of enquiry, parties were given opportunity to adduce evidence. Management has examined Sh. D.C. Jagotra, Branch Manager, who filed his affidavit Ex.MW1 along with documents Ex.M-1 to M-34, Arjun Singh, Deputy Manager as MW2 and Miss Amita Saini, Branch Manager as MW3, who are cross-examined by the workman-counsel. Witness Arjun Singh Dogra MW2 has accepted during cross-examination that he does not remember that he was present in the chamber of the Branch Manager when the alleged incident took place. Similarly, witness Amita Saini MW3 has alleged that the occurrence of 28.05.2012 took place between 11 am to 12 pm, which is against the version of the management as such, her presence on the day of incident became doubtful.

6. Workman Ajay Sood filed his affidavit Ex.WW1/A along with documents Ex.WW1/1 to WW1/5 and affidavit of witness Dharmender as Ex.WW2/A. During the course of cross-examination witness Dharmender has accepted that he has not read the affidavit before making his signature on it as he is not aware with the English. He has also accepted that he does not know anything mentioned in the affidavit filed as evidence. Thus, statement of Dharmender has become irrelevant in the eye of law as he is not aware with the facts alleged in his affidavit.

7. Evidence of the workman Ajay Sood and management witness D.C. Jagotra, Branch Manager shall be discussed at relevant time during the course of discussion.

8. Heard the learned counsel of the workman Sh. S.C. Gupta and management counsel Sh. S.K. Gupta and perused the file as well as written arguments submitted by both the parties.

9. Learned counsel of the workman during the course of argument submitted that perusal of the evidence on record goes to show that management has not been able to prove the charges leveled against the workman. It is further submitted that even if it is presumed that charges are proved even then they relates to be minor misconduct for which extreme penalty of dismissal is not required by law. Learned counsel has submitted that workman has already rendered more than 32 years of unblemished service in the management-bank and the punishment of dismissal from service awarded to the claimant/workman vide impugned order dated 03.01.2014 is very harsh and disproportionate against the charges leveled against him. Learned counsel also submitted that workman has good service record throughout his career. Learned counsel submitted that workman was a trade union leader and in order to harass the workman for raising grievances of the employees of the bank he is terminated from the service in mala fide manner on the basis of enquiry report which is held by this Tribunal against the principle of natural justice without giving opportunity to the workman to defend himself vide order dated 25.09.2018. Learned counsel for the workman has also contended that the punishment of

dismissal from service is discriminatory in nature and this Tribunal has got power under Section 11-A of the Industrial Disputes Act to alter or modify the impugned order of dismissal by taking lenient view while exercising power under Section 11-A of the Act. Learned counsel has placed reliance to the case of M/s Firestone Tyre Vs. Management (1973)1 SCC page 813 and Ramakant Mishra Vs. State of U.P. (1982)3 SCC page 346, Vikram Aditya Pandey, 2013 page 423.

10. Per contra, learned counsel for the management argued that action of the disciplinary authority in passing the dismissal order is commensurate with the gravity of misconduct proved against the workman. It is also submitted by the learned counsel for the management that role of the Court in departmental proceedings is very limited and the Court cannot substitute its own views and finding arises on the basis of the record available. It is further argued that in the matter of imposition of sentence power of the Court is very limited to exceptional cases and punishment imposed by the disciplinary authority cannot be established to disciplinary view. Learned counsel would submit that being the union leader the conduct of the workman on fateful day amounts to gross misconduct where he not only challenged the authority of Branch Manager for issuing a letter for the leave already availed by the workman but also created riotous atmosphere which is not conducive to the working of the bank. It is further argued that the charges framed against the accused are proved by the evidence of the witnesses of the management examined on oath as well as documentary evidence filed by the Tribunal. Learned counsel argued that charges proved against the workman amounts to gross misconduct for which one of the prescribed punishment is termination which is awarded by the authority-concerned within its jurisdiction. Conclusively it is contended that workman is not entitled to any lenient view by the Tribunal in the light of the power conferred under Section 11-A of the Industrial Disputes Act, 1947. Learned counsel of the management has relied on the judgment of the Hon'ble apex court in the cases of P.D. Aggarwal Vs. State Bank of India and Oths. 2006(4) SLR Page 47, Supreme Court, Usha Breco Mazdoor Sangh Vs. Management of Usha Breco and Anr., 2008(5) SLR page 214, Supreme Court and Mahindra and Mahindra Ltd. Vs. N.B. Naravade, 2005 LLR 360. The order of the Tribunal regarding the fairness of enquiry has become final as it is not challenged by the management.

11. It is fairly settled that in departmental enquiry or proceeding before the Tribunal, disciplinary authority is required to prove charges on preponderance of probability and not of proof beyond reasonable doubt. Reference may be made of the judgment of Supreme Court in the case of Union of India Vs. Sardar Bahadur(1974)4 SCC 618, R.S Singh Vs. State of Punjab and other(1999)8 SCC page 90, State Bank of India Vs. Narender Kumar Pandey, Civil Appeal No.263/2013 dated 14.01.2013. Before appreciating the evidence on record regarding the proof of charges submitted by both the parties it will be desirable to mention all the charges framed against the workman to illustrate the evidence in respect of the concerned charges. The charges framed against the workman are as follows:-

Charge No.1:- *You created nuisance in the Branch premises during the business hours and disrupted smooth and normal functioning of the Branch on 28.05.2012 when a letter bearing No.Br/AWS/1 regarding your unauthorized absence was served on you. You misbehaved with the Branch Manager, tore the Letter No.Br/AWS/1 Dated 28.05.2012 into pieces, while shouting "No Branch Manager has dared to issue me letter prior to this".*

Charge No.2:- *You did GALI-GLOCH and threatened the Branch Manager on 28.05.2012 while using abusive language.*

Charge No.3:- *You demonstrated before Palampur ADB Branch on 28.05.2012 without giving prior notice to the Bank with regard to demonstration. Subsequently, you organized lunchtime demonstration from 08.06.2012 to 18.06.2012 again without giving any prior notice.*

Charge No.4:- *On 29.05.2012, you disrupted the smooth working of the Branch by insisting that the box containing remittance be taken out by the Branch Manager. When an officer namely Shri Surjeet Singh volunteered to lift the box, you came along with Shri Madan Bhandari Senior Special Assistant and shri Ram Mal Guard up to the entrance of the Branch and while Shri Surjeet Singh was carrying the remittance box. While Shri Surjeet Singh was trying to engage the services of canteen boy to carry the box up to the vehicle, this was prevented by you and above employees.*

Charge No.5:- *You deliberately flouted system and procedures on several occasion in the past with an intention to undermine the authority of the Branch Manager in the Branch and in the process seriously increasing operational risk of the branch. One instance is given as under:*

When the Branch Manager asked you for special leave application already availed of from 05.04.2012 to 11.04.2012, you instead of giving leave application, superimposed with remarks 'Special Central Committee Meeting' in the attendance register in gross violation of service rules.

Charge No.6:- *You unauthorizedly absented yourself from duty on 23.05.2012 and 26.05.2012 without any intimation or application.*

Charge No.7:- *You disobeyed office order dated 17.07.2012 and 18.07.2012 and did not work as case Manager from 17.07.2012 to 19.07.2012.*

Charge No.8:- You proceeded on medical leave from 26.07.2012 again without producing relevant medical certificate.

Charge No.9:- You issued a cheque bearing No.043887 dated 20.08.2012 amounting to Rs.375000/- in favour of Sh. Sarvesh Arora from account No.11358897046 without having sufficient balance in the account which was returned on 01.09.2012.

12. As regards, charges framed against the workman, there is no evidence at all regarding the charge no.2 and 5 while charge no.9 is beyond consideration of Tribunal as it relates to the criminal offence for issuing a cheque without having sufficient balance in the account which was returned subsequently. There is no complaint by Sh. Suresh Arora as is admitted by the management witness MW1 D.C. Jagotra during the cross examination. Similarly, the first part of the charge no.5 is certainly vague while subsequent part of charge no.5 has not been supported by any of the witness of the management Sh. D.C. Jagotra, Branch Manager, MW1, Arjun Singh, Deputy Manager MW2 and Miss Amita Saini, Branch Manager as MW3.

13. So far charge no. 2, 3 and 4 are concerned. There is no sufficient evidence on record to observed that charges are proved in the light of principle of preponderance of probability because the fact of demonstration from 8.6.2012 to 18.6.2012 does not find support from the evidence of witness of the management MW2 Arjun Singh, MW3 Amita Saini. Even the witness of the management D.C. Jagotra has not stated anything in his affidavit filed as evidence. Similarly, regarding the charge no.4 witnesses examined by the management have admitted that Surjeet Singh was not authorized to carry cash-box. Even Branch Manager D.C. Jagotra has admitted during the course of cross-examination that Surjeet Singh was not authorized to pick the cash box and workman has made objection because there is likelihood of untoward incident. Witness MW2 Arjun Singh has alleged in his affidavit that Surjeet was stopped by the workman along with M.L. Bhandari and Guard-Rajmal. It was M.L. Bhandari who was cashier on that day and the responsibility to carry cash-box was with workman who was assigned for cash remittance to be sent to Palampur main-branch. The CCTV footage Ex.R-1 also does not indicate any such riotous incident at relevant time as alleged in the charge.

14. Charge number 6, 7 and 8 relates with the unauthorized absent and disobedience of the Branch Manager order regarding the duty of workman as assigned for cash manager. Undoubtedly, workman was absent on 23.05.2012, 25.05.2012 and 26.05.2012 from duty. MW1 witness D.C. Jagotra has alleged that workman had not taken leave but this fact is denied by the workman in his affidavit by saying that he always informed the Manager or Accountant before proceeding on any type of leave in writing or telephonically. The version of the Branch Manager, MW1 D.C. Jagotra becomes conspicuous when he accepts that he does not remember that he has noted down the absence of workman on 25.05.2012 or 26.05.2012 in the attendance register and he may have written “**absent without information**” afterwards. Thus, Branch Manager himself is not sure about the endorsement made by him regarding the absence of the workman in attendance register for relevant dates.

15. For the sake of argument, if it is presumed that workman has not informed to the Branch Manager for the leave even then it comes within the minor misconduct vide Rule 7(d) of the award staff settlement 2012 relied by both the parties. Similarly, charge no.8 relates to medical leave. Branch Manager D.C. Jagotra has admitted in his cross-examination that workman was on leave on 26.05.2019 and he continuously submitted leave application along with improper medical certificate. He has further admitted that he does not remember as to how medical certificate was improper. Learned counsel of the workman contended that utmost Branch Manager was entitled to refer the matter to the medical board rather to decide the genuineness of medical certificate without knowing anything about its validity. I am of the opinion that contention of the workman-counsel is justified to the extent that Branch Manager without enquiring genuineness of the medical certificate and referring the matter to the medical board has wrongly observed that medical certificate submitted was improper. Thus, I am of the opinion that contention of the workman-counsel is justified in given circumstances and it cannot be observed that workman made himself absent without sufficient reason on medical grounds.

16. The most contentious charge no.1 against the workman relates to creation of nuisance during business hour of the bank and disrupting functioning when letter dated 28.05.2012 Ex.M-1. Regarding his unauthorized absence is served to him and he in a threatening gesture said to the Manager that “no Branch Manager has dare to issue letter prior to me” and tore the letter. The learned counsel of the claimant/workman would contend that these facts are not proved by the statement of management-witness MW2 Arjun Singh and MW3 Amita Saini as Arjun Singh has submitted that he did not remember his presence in the chamber of Branch Manager at the time of the alleged incident while Amita Saini has alleged that occurrence took place between 11 am to 12 pm while occurrence is alleged to be happened at 4 pm onwards. I am of the opinion that contention of the learned counsel of workman has no force in the light of the admission of the workman himself during the cross-examination. He has clearly admitted that he uttered words “No Branch Manager has dare to issue letter prior to me.” Legally speaking admitted facts need not be proved in view of Section 58 of the Evidence Act. Though, workman has clearly denied that he did not tear the letter issued by the Branch Manager about his absence. In fact, the incident of tearing of letter is not clearly visual in pendrive of CCTV footage but, I am of the opinion that this specific facts has found place in charge no.1 framed against workman and he was in possession of the letter issued to him by Branch manager which could be placed on record to substantiate the version of non-tearing of letter but workman has not submitted the letter for the reason best known to him. So, adverse inference is plausible

conclusion against the workman on this issue. The CCTV footage also reveals the indicant conduct of the workman which was not upto the mark as a disciplined-employee of bank at relevant time.

17. Learned counsel of the workman while placing reliance in the case of **Rama Kant Mishra Vs. State of UP (1982)3 SCC page 346** argued that the behavior of the workman in chamber of Branch Manager could not be treated as misconduct as there was no intention of the workman to defy the authority of Branch Manager or challenge the authority by doing insubordination through such acts. As per learned counsel of the workman, Hon'ble Supreme Court has treated such act in above mentioned case as use of indiscreet language or may be said to be indecent or may be disclosing a threatening posture and misconduct attributed to the workman is not subversive of discipline. I am not convince with the argument of the learned counsel as case relied by the counsel is distinguishable from the facts of the case in hand. Language used by the concerned workman in above case disclosed through posture and occurrence took place during the conversation/discussion between the workman and senior officers. Contrary to this, there is sufficient evidence, in case in hand, regarding the subsequent conduct of the workman in tearing the letter issued by the Branch Manager, shouting and making the offensive gesture towards Branch Manager which evidently prove the misconduct of the workman was to not only defy the order of the Branch Manager but showing his authority as union leader by calling other employees through telephone in chamber of Branch Manager.

18. The Hon'ble Supreme Court in the case of **Inspector Prem Chand Vs. Government of N.C.T. Delhi & Ors. Civil Appeal No.1815/2007 decided on 5.4.2007**, has held that misconduct arising from ill-motive or intention and not an act of negligence and errors of judgment are innocent mistake do not constitute such misconduct. It is pertinent to mention that motive or intention is abstract things which may be inferred from the conduct, gesture, demeanors or works done during the course of incident. After receiving the letter workman entered in the chamber of the Branch Manager used the indecent words, challenging the authority of the Branch Manager, indulging in heated discussion and subsequently calling of other employees through phone in chamber of the Branch manager is indicative of his motive or bad intention to challenge the authority of the Branch Manager which comes within the purview of gross misconduct under Rule 5 sub-Clause (c) and (e) of Award Staff Settlement dated 14.04.2012 relied by the parties and punishable with dismissal/removal from service or compulsory retirement etc.

19. There is no dispute that Section 11-A of the Act empowers this Tribunal to interfere with the quantum of punishment in appropriate cases(see decision of Hon'ble Apex Court in the case of **Pepsu Road Transport Corporation Versus Rawel Singh, 2008 AIR (SCW) 2099**; of Punjab & Haryana High Court in the case/s of **Punjab National Bank Vs. The Presiding Officer, CGIT & another 2012(2) SLR 631**; **Harnek Singh Versus State of Haryana & others 2010(3) SLR 276** and **Joginder Lal Versus The Presiding Officer, Labour Court, Ambala & another 1996 SCT 436**. The discretion is to be exercised judiciously in such cases where order of punishment is quite harsh & disproportionate to the gravity of misconduct of the official concerned on the basis of evidence on record.

20. Next question remains to be seen whether the punishment awarded to the claimant/workman is disproportionate to the gravity of the misconduct. Considering the scope of judicial review on the quantum of punishment and referring to various cases in **Jai Bhagwan Vs. Commissioner of Police & Ors., 2013(4) S.C.T. 607: (2013) 11 SCC 187**, the Apex Court held as under:-

“What is the appropriate quantum of punishment to be awarded to a delinquent is a matter that primarily rests in the discretion of the disciplinary authority. An authority sitting in appeal over any such order on punishment is by all means entitled to examine the issue regarding the quantum of punishment as much as it is entitled to examine whether the charges have been satisfactorily proved. But when any such order is challenged before a Service Tribunal or the High Court the exercise of discretion by the competent authority in determining and awarding punishment is generally respected except where the same is found to be so outrageously disproportionate to the gravity of the misconduct that the Court considers it be arbitrary in that it is wholly unreasonable. The superior courts and the Tribunal invoke the doctrine of proportionality which has been gradually accepted as one of the facets of judicial review. A punishment that it so excessive or disproportionate to the offence as to shock the conscience of the Court is seen as unacceptable even when courts are slow and generally reluctant to interfere with the quantum of punishment. The law on the subject is well settled by a series of decisions rendered by this Court....”

21. Learned counsel of the management Sh. S.K. Gupta placing reliance in the cases of **P.D. Aggarwal Vs. State Bank of India and Oths. 2006(4) SLR Page 47, Supreme Court**, **Usha Breco Mazdoor Sangh Vs. Management of Usha Breco and Anr., 2008(5) SLR page 214, Supreme Court** and **Mahindra and Mahindra Ltd. Vs. N.B. Naravade, 2005 LLR 360**, has contended that if the charges framed against the delinquent employee or found to be proved then Tribunal has got no power under Section 11(1)(a) of the Industrial Disputes Act, 1947 to minimize the punishment given by the disciplinary authority. It is further contended that this is a case in which charges framed against the accused are fully proved as such, he is not entitled to any leniency by this Tribunal on the pretext that punishment being disproportionate to the gravity of misconduct. I have gone through the cases of the Supreme Court relied by the learned counsel of the management. In the case of **P.D. Aggarwal Vs. State Bank of India and Oths.(supra)**, Hon'ble Full Bench of the Supreme Court has clearly laid down that even if the charges which have been proved justified imposition of punishment of dismissal from service the Court or Tribunal may not exercises its power of judicial review. Similarly, in the case of

Usha Breco Mazdoor Sangh Vs. Management of Usha Breco and Anr.(supra), Hon'ble Court has held that decision of the Court should not rest on mere hypothesis. It cannot overturn a decision of the management on ipse dixit. According to Hon'ble Court on his jurisdiction under Section 11-A of the Act although is a wide one must be judiciously exercised. Judicial discretion, it is trite cannot be exercised either whimsically or capriciously it may analyze the evidence but what is important is how it does so. Similarly in the case of **Mahindra and Mahindra Ltd. Vs. N.B. Naravade, 2005 LLR 360**, the Hon'ble Supreme Court in Para 20 of the judgment has held as follows:-

“20. It is no doubt that after introduction of Section 11A in the Industrial Disputes Act, certain amount of discretion is vested with the labour court/Industrial, Tribunal in interfering with the quantum of punishment awarded by the management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this Court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment.

21. The Hon'ble Supreme Court apart from the judgment relied by the learned counsel of the management in catena of cases has held that Tribunal or Court has power to interfere with the punishment only when punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court. Admittedly, workman was in the employment of the bank from the year 1979 since the date of termination i.e. 06.11.2013 meaning thereby that he had put more than 33 years of service. Workman was Secretary of the workmen-union. There is nothing on record to prove that there was no blameworthy conduct of the workman during the period of 33 years of service he rendered prior to the incident of gross misconduct in question. The perusal of the documents filed by the workman reveals that his work was outstanding throughout his career and he was given extension for 2 years which is not disputed by the management. Hence, in my opinion punishment must be for misconduct proved. To some extent misconduct is a civil crime which is vested with sufficient civil and pecuniary situation. In this case it has resulted in dismissal from service in order to avoid the charge of vindictiveness justice equity and fairplay demand with punishment may be always be commensurate with the gravity of charge. To my mind before exercising the discretion confirmed, the Court has to be satisfied with the order of discharge or dismissal was justified in the facts and circumstance of the case. Thus, it is clear that for misconduct of workman penalty has to be imposed but extreme penalty of dismissal does not appear to be justified in the facts and circumstances of the case. I am of the opinion that extreme penalty of dismissal from service is too harsh to commensurate with the punishment of dismissal while workman has unblemished career of more than 33 years of service and was at the end of superannuation of extended period of his service. The Hon'ble Supreme Court in the case is **State Bank of Bikaner and Jaipur Vs. Nami Chand Nalwaya Civil Appeal No.5861 of 2007 dated 01.03.2011**, has held that in cases where proven charge did not involve either misappropriation or fraudulent conduct and other circumstances of the case are favourable to the extent of substituting the punishment the Court may substitute the punishment according to the nature of charge proved. The Hon'ble Supreme Court has substituted the punishment of dismissal by compulsory retirement in that case. The case in hand is not related with the misconduct of fraud, cheating or misappropriation of the bank-property. The work and conduct of the workman-claimant has been remained outstanding throughout his career and resulting his extension of service for two years. Hence, in view of the facts and circumstances of the case, this Tribunal uphold the finding of guilt regarding the proven charge discussed above and the punishment of dismissal is modified to compulsory retirement with all consequential benefits.

22. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A.K. SINGH, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1344.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स साऊथ इण्डिया माइन्स एण्ड मिनरल इंडस्ट्रीज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 74/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.07.2019 को प्राप्त हुआ था।

[सं. एल-29011/5/2017-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2017) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s South India Mines & Mineral Industries Ltd. and their workman, which was received by the Central Government on 16.07.2019.

[No. L-29011/5/2017-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Present : DIPTI MOHAPATRA, LL.M. Presiding Officer

I.D. No. 74/2017

Monday, the 8th July, 2019

Sri G. Mariappan

S/o (Late) P. Ganapathy Konar

5/11, Yadava North Street

Pudur PO

Tirunelveli-627905

:

1st Party/Petitioner

AND

The Executive Director

M/s. South India Mines & Mineral Industrial Ltd.

315, Narayana Nagar, Sankar Nagar

Tirunelveli-627357

:

2nd Party/Management

Appearance:

For the 1st Party/Petitioner

:

None

For the 2nd Party/Management

:

Sri A. Krishnamoorthy, Authorized Representative

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29011/5/2017 (IR(M) dtd. 27.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of South India Mines & Minerals Industries Ltd., Sankar Nagar in terminating Sri G. Mariappan, an ex-mazdoor/worker from service w.e.f. 01.01.2015 is just, legal and fair? If not, to what relief the workman is entitled to?”

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered in ID No. 74/2017 and notices were issued to both the parties for their appearance fixing the case to 21.07.2017. Since then, the case is dragged for such a long period till 02.07.2019 intervening almost 17 adjournments i.e. 5 adjournments in the year 2017, 6 adjournments in the year 2018 and thereafter again the case posted to several dates i.e. 22.01.2019, 12.02.2019, 04.03.2019, 25.03.2019, 13.05.2019 and then to 02.07.2019.

It appears even if sufficient opportunities were made available to the petitioner, did not turn up. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the appropriate government due default in appearance and participation of the petitioner. On the other hand, it deems there is non-existence of any Industrial Dispute for adjudication. Hence the Final order .

In the result the reference is answered against the petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1345.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ०एन०जी०सी० लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 03/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.07.2019 को प्राप्त हुआ था।

[सं. एल-30011/68/1999-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2016) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s O.N.G.C. Limited and their workman, which was received by the Central Government on 17.07.2019.

[No. L-30011/68/1999-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present: Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No.03 of 2016

i/c Ref. 05/2015 (Ref. No.8(C)/2000

Arising out of W.P(C) No. 2139 of 2008

In the matter of an Industrial Dispute between :-

Smti. Tulu Borah & 19 Ors, Sibsagar, Assam.

...Claimants/ Workmen

-Vrs-

The Management of O.N.G.C., Nazira, Sibsagar

...O.P./Management

APPEARANCES

For the Workmen : Mr. A.Dasgupta, Sr. Advocate.

For the Management. : Mr. G.N.Sahewalla, Sr. Advocate.

Ms. S.Senapati, Advocate.

Date of Award: 11.07.2019

AWARD

1. The present industrial dispute between management of the ONGC and workers (as per list) was referred to this Tribunal by the Ministry of Labour & Employment, Government of India, New Delhi vide Notification No. L-30011/68/99/IR(M) dt.16.3.2000 with the following schedule:-

“Whether the services of the workmen (list enclosed) working directly under ONGC management in the first phase of service and later engaged on contract basis can be reinstated and regularized? If so, to what relief they are entitled?”

2. On receipt of the reference, notices were issued to the relevant parties. The parties appeared and filed their respective written statements.

3. The case of the concerned workers was that 19 of them (as per list enclosed) were serving as Typists, Khalasi, Office Assistant in various establishments/offices of ONGC at Sibsagar. Initially they were directly engaged by the ONGC in the year 1985-86 and they worked in that capacity till 1992 though on record it was shown that they had been working as contract labourers under a Contractor named T.Phukon since 1987. The concerned workers claimed that since

the Contractor Mr. T.Phukan obtained his license only in the year 1992 so they could not be considered as contract labourers under Mr. T.Phukan since 1987. It was also claimed that till 1992 these workers were directly paid by the ONGC and they also worked along with regular employees. It was further stated that Shri Khirod Ch. Keot, Smti Tulu Bora and Smti. Santi Prabha Das were engaged as Typists by the ONGC in the year 1985 and till December, 1996 they were shown as the employees of ONGC Ltd. Subsequently they were shown as contract labourers engaged through the contractor. It was also stated that engagement of contract labour in the job of typing in the establishment of ONGC Ltd. was prohibited by the Government of India vide their Notification dated 08.01.1994 under CLR Act and hence, these employees should be treated as casual employees directly under ONGC. It was further claimed that they ought to have been regularized in the job. But, the management, on the contrary, suddenly dis-engaged them from the month of December, 1996. Shri Lalit Changmai, Sri Hira Nath Mahanta were engaged as Office Assistants in the Office of Central Store at ONGC, Nowapukhuri Store. They performed the duties of carrying and maintenance of file in the office where they worked. It was further claimed that these types of jobs cannot be performed through a contract labour. It was also stated that these workers were directly engaged by the ONGC in the year 1985 and they worked under ONGC till 1992 though subsequently in the year 1997 they were dis-engaged and no notice of disengagement was issued and no retrenchment compensation was given to them. It was also stated that one of the concerned workmen Sri Jatin Rajkonwar preferred a Writ Application being Civil Rule No. 3366/95 on behalf of 21 contract labourers for regularization of service and the Hon'ble Gauhati High Court called for a report from the concerned Assistant Labour Commissioner. Accordingly, an enquiry was held and the concerned Assistant Labour Commissioner submitted his report before the Hon'ble High Court wherein the concerned Assistant Labour Commissioner stated that the job performed by the workers were perennial in nature and even after their disengagement another set of labours were engaged to perform the same nature of job as was performed by them. It was further claimed that Hon'ble High Court on perusal of record and other relevant documents came to a conclusion that these workers were directly engaged by the ONGC Ltd. and continued till 1992 and subsequently they were engaged as contract labours. Ultimately the Hon'ble High Court vide order dated 24.8.1998 directed the authorities of ONGC to consider the case of the workers for regularization within a period of 3 months. It was further ordered by the Hon'ble High Court that if the workers were still aggrieved they might approach the appropriate authority for relief in accordance with law. Since the management did not favorably consider the matter, these workers raised an Industrial Dispute.

4. The management side in its written statement stated that the reference itself was bad in law and unsustainable. According to them they concerned workers were never under the control and supervision of the management and as such, they were not "workmen" under the management of ONGC. According to the management these workers were engaged through contractors for execution of certain works mentioned in the contracts. It was also stated that the settled position of law was that while exercising power under Section 10(1) of the I.D.Act, 1947 the function of the Central Government is an administrative one and in performance of such administrative function, the Government could not deal with the merits of the dispute and take upon itself the determination of the litigation. It was further stated that on the basis of the principle laid down in various decisions of the Hon'ble Supreme Court, there can be no doubt that the Government was not justified in deciding the issue whether the persons raising the dispute, were workmen or not. The management categorically submitted that at no point of time the concerned workers were directly under ONGC as stated above. It was also stated that the job contract, for which the workers were engaged through contractor, came to an end. It was also claimed that the concerned workers were never directly engaged by the ONGC.

5. Both parties examined witnesses and on conclusion of proceeding, the Tribunal, Guwahati (constituted by the Government of Assam) disposed of the matter vide Award dated 31.12.2005. The Tribunal granted relief of reinstatement and regularization to three workers while no relief was granted to the remaining 17 workers.

6. After passing of the aforesaid award, the aggrieved parties i.e. the management of the ONGC and the workmen who were not granted relief preferred Writ Petitions before the Hon'ble High Court being No. W.P(C) No..2139/2008 and W.P(C) No. 5446/06. The Hon'ble High Court disposed of the aforesaid Writ Petitions by common judgment dated 04.09.2015. By the aforesaid judgment the Hon'ble High Court set aside the aforesaid award by holding it "perverse" and remanded back the matter for "fresh decision by taking into account the existing and fresh evidence as may be adduced by the parties". After remand the reference was renumbered as Reference Case No. 03 of 2015.

7. After remand of the matter, the worker side submitted examination in-chief of six more witnesses namely W.W.5 to W.W.10. Those witnesses were cross-examined by the management side. It may be mentioned here that during the earlier proceeding workmen side examined 4 witnesses. Hence, evidence of 10 witnesses i.e. W.W.1 to W.W.10 shall be considered as evidence of the workmen side in this matter. The management side earlier examined 3 witnesses and

after the remand, they did not adduce any further evidence. I have heard argument from learned Senior Counsels representing the workers and the management side. I have also gone through the materials on record.

8. During argument Sri A. Dasgupta, learned Sr. Counsel for the workers referred to the evidence on records and submitted that in exercise of the power conferred u/s10 of the CLR Act, 1970, the Government prohibited engagement of contract labour in store keeping or helper of storekeeper vide Notification dated 08.01.1994, but the management still continued with the practice and disengaged them between the year 1995 to 1996. According to him the concerned workers should, therefore, be deemed as the casual employees of the ONGC and in that event the management was bound to comply with the provision in respect of retrenchment under the Industrial Dispute Act, 1947. He also referred to the Standing Order of the ONGC certified under Industrial Employment (Standing Orders) Act, 1946 wherein the contingent employees were classified in two categories namely temporary and casual. He also referred to Civil Rule No.3366/95 moved before the Hon'ble Gauhati High Court in which vide order dated 12.08.97 the Hon'ble High Court asked for an enquiry report from the Assistant Labour Commissioner(C), in respect of the status of the concerned workers. It was also stated that as per the report which was exhibited as Exhibit-F, the concerned employees were casual employees of the ONGC and completed not less than 240 days of work in a year. The Hon'ble High Court on perusal of the report of the Assistant Labour Commissioner directed the ONGC to consider the case of the concerned workers and also observed that if the concerned workers were still aggrieved they could move appropriate authority as per law. He further argued that since the management did not consider the matter favourably, they ultimately raised the Industrial Dispute which remained unresolved in conciliatory stage and ultimately the present reference was made by the appropriate Government. He also submitted that on 31.12.05 an Award was passed by the Tribunal directing regularization of three numbers of workmen namely Sri Khirod Keot, Smti Tulu Bora and Smti Shanti Probha Das while relief was refused to the remaining workmen. Thereafter the aforesaid Award was challenged before the Hon'ble High Court in two different Civil Rule Nos. W.P(C) No.5446/2006 and W.P.(C) No.2139 of 2008. He also drew the attention of this Tribunal that both the aforesaid Civil Rules were disposed of in a common judgment dated 04.09.2015 whereby the Hon'ble High Court remanded the matter back to this Tribunal. Admittedly after the remand of the matter workmen side examined six numbers of additional witnesses. According to the learned Sr. Counsel for the workers, the contract between the principal employer and the contractor through whom the workers were engaged was nothing but a paper arrangement and hence, they should be considered as casual employees. Learned Sr. Counsel for the workers further argued that from 1985/1986 to 1992 they were directly engaged by the ONGC and from 1992 to 1995/1996 they were shown to have been engaged through contractor.

9. Learned Sr. Counsel for the management side Mr. G.N. Sahewalla argued that at the time of their disengagement, the petitioners were admittedly contract labourers engaged through contractor for working in the offices of the principal employer. By referring to the decision of Hon'ble Supreme Court in **“International Airport Authority of India---vs--- International Air Cargo Workers Union and another reported in (2009) 13 SCC 374”** he submitted that to find out the nature of employment it is essential to determine the following points among others- (1) who pays the salary, (ii) Who has the power to remove or dismiss from the service or initiate disciplinary action, (iii) who can tell the employee the way in which the works should be done. By referring the aforesaid, Learned Senior Counsel Mr. Sahewalla submitted that wages were paid by the contractor and ONGC did not enjoy any power to remove and dismiss them since they were not in the pay role of ONGC. He went on to submit that ONGC had only limited control over them in execution of day to day work. It was submitted that in the aforesaid judgment the Hon'ble Supreme Court observed that the labours supplied by the contractor will work under the directions, supervision and control of the principal employer and such control of the principal employer does not render a right of casual employee to the concerned workers because if the salary is paid by the contractor the ultimate supervision is with the contractor. According to the learned Sr. Counsel for the management the workers therefore cannot be held to be casual employees directly under ONGC. He referred to the decision of Hon'ble Supreme Court in **“Steel Authority of India Ltd. and Ors---vrs--- National Union Waterfront Workers and others as reported in (2001) 7 SCC 1”** where it was held that “...even if a contract is found to be not genuine that could not automatically lead to regularization of the contract labour and if such process of operation of work as was used and done by the concerned contract labourers were in operation and the principal employer intends to employ regular workmen for such works, then the workmen who were working as contract labourers can be given preference.”

10. Referring to the report of Assistant Labour Commissioner (C), learned Senior Counsel for the management submitted that since the concerned ALC was not brought as witness, his report could not be accepted as credible evidence in as much as the management had been denied to examine the veracity of the report through cross-examination. He further submitted that mere fact that the contractor did not have a license at the commencement of the contract cannot per se render the contract invalid. He emphasized that the concerned workers were under the employment of the contractor

and it was the contractor who paid them their wages and this fact has been admitted by the concerned witnesses. Referring to certain certificates issued by some officers of the ONGC, he submitted that those officers were not competent to issue such certificates as would be evident from the evidence of Management Witness No. 3

11. Let me now briefly consider the evidence adduced by the parties in the matter. Workmen witness No.1, Sri Khirod Chandra Keot, deposed that he was directly engaged by the ONGC as Typist along with two others namely Smti Tulu Bora and Smti Shanti Probha Das in the year 1985 and he worked as Typist till 1992. But subsequently they were shown to have been engaged through contractor since 1989 under one Tuni Ram Phukan, who had no contractor license at that time. He exhibit a copy of the said license of the contractor as Ext-A. He further stated that after issuance of Notification u/s 10 of CLRA the Company was prohibited to appoint any Typist as contract labour. According to him he and other workers were illegally and arbitrarily removed. During cross-examination he admitted that he did not submit any appointment letter issued to him by ONGC. He admitted that Exhibit-H is a payment voucher but denied that it is a document of the contractor. W.W.2 Sri Jotin Rajkanwar stated that he worked in ONGC from 1985 to 1995 and that though he was a direct employee of the ONGC he was shown as contract labour engaged through a contractor named Tuni Ram Phukan who did not have any valid license for the year 1989. The evidence of workmen witness No.1 to 4 are more or less similar in nature.

12. After the remand of the matter the workmen side examined six more witness, namely, W.W.5 to W.W.10. W.W.5 Sri Aswani Borthakur deposed that he was directly engaged by ONGC in the Central Store in the month of January, 1985 and continued to work so till July, 1995 without any break. He further stated that gate passes were issued to him by the Central Industrial Security Force which would indicate that he was continuously in service from 20.5.1993 to 10.06.1995. He exhibited such gate pass as Exhibit-U. He further deposed that his continuity of service from January, 1985 to December, 1986 and from January, 1987 to July 1995 was established by Exhibit-F which is a report submitted by the Assistant Labour Commissioner (C). He also proved several gate passes issued in favour of another worker named Jatin Rajkanwar. He however deposed that though he and others were engaged under direct payment system of ONGC subsequently they were shown as contract labourers under Contractor Tuni Ram Phukan. He also deposed that while discharging their duties they were under complete and direct control of the ONGC. He also exhibited certain certificates through Exhibit-X and Exhibit-X(1) showing that concerned official of the ONGC issued a certificate to him showing him as a regular contingent worker. During cross-examination it appears that at the time of deposition he was 61 years old. Admittedly, he did not submit any appointment letter issued to him by ONGC engaging him as casual employee. He also admitted that no salary slips were ever issued to them at the relevant time and he further admitted that in the gate pass Exhibit-V(1), to V(5), the pass holders were stated as contract labour and it was a "non-employee pass". He further stated during cross-examination that later on they came to know that they have been shown to work under contractor Tuniram Phukan. Exhibit-X is a certificate issued by an Officer of ONGC stating him to be regular contingent worker from 1985 to 1993.

13. Evidence of Workmen Witness No.6 Sri Nilamoni Dutta was more or less similar and in the same line as that of W.W No.5. During cross-examination he stated that he left ONGC in the year 1995 because ONGC did not keep him in service thereafter. He also admitted that when wages were given no salary slip was given to them. He however denied that they ever worked under contractor named Tuni Ram Phukan. W.W.7 Sri Anil Borah also stated that he worked directly under ONGC from 1983 to 1995 as Khalasi and he was never appointed through contractor. He was also issued gate pass. He was also issued a certificate Exhibit-Y © by an Officer of ONGC stating that he was an employee of ONGC. During cross-examination he admitted that he did not submit any appointment letter. He also admitted that Exhibit-Y(a) is a gate pass wherein signature of contractor Tuni Ram Phukan is there and in Exhibit-Y(b) it was written that he was a contract labour. The W.W.8 Sri Bhabani Gogoi also claimed to have worked directly under ONGC from 1986 to 1995 and gate pass (Exhibit-Y(e)) was proved. He also proved a certificate issued to him by an Officer of ONGC as Exhibit-Y(f) showing him as an employee of ONGC. During cross-examination the witness admitted that no appointment letter was ever issued to him and that to enter in the ONGC premises everybody requires a pass to be issued by the CISF. He also proved Exhibit-Y(f), a certificate wherein it was mentioned that he has been working since April 1986. He also admitted that no salary slip was issued to them. He further admitted that when ONGC made any appointment, the employees are given salary slip showing disbursement of the salary by the ONGC. W.W.9 Sri Abdul Rahman also deposed that he worked under ONGC as Kahlasi upto 1995 without any break which can be proved by the gate pass issued by CISF. He also stated that they were engaged under direct payment system and subsequently were shown as contract labour under a contractor Tuni Ram Phukan which according to him was nothing but a paper arrangement. During cross-examination he admitted that he knew that when ONGC made any appointment the employees are issued salary slip and no such sheet was ever given to him. W.W.10 Sri Ranjan Borah also claimed that he was directly engaged by ONGC from 1985 to 1995 and gate passes were issued to him by the CISF. He also stated that

he and others were engaged under direct payment system but subsequently were shown as contract labour under a contractor Sri Tuni Ram Phukan which is nothing but a paper arrangement. He also proved a certificate Exhibit-Y(m) issued to him by an officer of ONGC mentioning that he was a regular contingent worker. During cross-examination he stated that in Exhibit-Y(J) the word “cont. Labour” has been mentioned and that after 1992 there was a break and he joined in 1994. He however admitted that he was working under contractor Tuni Ram Phukan which he came to know lateron.

14. The gist of the evidence of the management side was as under. They examined 3 witnesses. M.W No.1 Sri Ranjit Borgohain, a manager in rank, stated that the contract workers were engaged by the contractor to execute certain works namely, lifting, shifting, cleaning, stocking, & preservation of materials in godown, opening of boxes for inspection. He proved the contract tender as Ext-1 and Ext-1A as job specification. He also exhibited the work orders as Ext-2 series wherein the jobs mentioned were same as in tender (Ext-1). He also proved the bills submitted by the contractors to ONGC in respect of the execution of the work mentioned in work order. He also exhibited a letter issued by the contractor stating that after expiry of the contract on 31.03.1996, he had not engaged any contract labour since 1.4.1996. He also exhibited licences issued to contractor T. Phukan by the competent authority under CLR Act, 1970 from 29.9.1989.

15. The contractor Sri Tuniram Phukan was examined by the management as M.W. No.2. He stated that the concerned workers were engaged under him from 1987 to 1995. He also proved the payment register as Ext-12. He also stated that loading, shifting, box opening, stocking were the kinds of jobs that were done by the concerned workers. He further stated that he used to pay their wages. In this connection if we look at Ext 18, it would appear that names of the workers as well as their wages and the signature of the contractor were there. It was also countersigned by an ONGC official as per requirement.

16. The management side examined M.W No.3 Syed Abdul Khalek mainly to show that only a handful of very senior officers in ONGC are authorized to issue certificates and if any certificate is issued by an officer who is not authorized, action may be taken against him. It may be recalled here that several workmen witnesses exhibited certificates issued by officers of ONGC stating that they were working in certain capacities directly under ONGC. M.W. No.3 proved Ext-15 along with enclosures showing that such certificates cannot be issued by anyone other than those mentioned therein. He also stated that such unauthorized issuance of certificated would attract actions against the erring officials. Ext-16 also indicated that process of actions were being initiated against those officers who issued such certificates unauthorizedly.

17. The concerned workers claimed that they were initially appointed directly by the ONGC but subsequently they were shown to have been engaged through contractor which was nothing but a mere paper arrangement. But, there was no evidence to show as to how they were directly appointed by ONGC. Admittedly, no appointment letter was produced. Mere issuance of a certificate by an officer of the establishment could not make the workers direct casual workers under ONGC. Another issue raised by the workers was that the contractor did not have a proper license when they were shown to have been engaged through this contractor. Yet another issue raised was that the report of the Assistant Labour Comissioner (C), Guwahati which claimed that they were being engaged by ONGC for a very long period and most of such works done by them were perennial in nature which could not have been executed through contract labours. Another issue was continuation of their engagement even after notification by the Government in the year 1994 prohibiting engagement of contract labours in ONGC in certain works. They also proved certain gate passes to show their employment in ONGC. The claim of the concerned workers was that in view of above facts they were entitled to be reinstated and regularized in service with consequential benefits.

18. In this matter the management side raised the fundamental issue of non existence of employer- employee relationship among them and the concerned workers. According to them the concerned workers were contract labours engaged through contractors and the management was nothing but the principal employer. Further contention of the management was that though for some initial period the contractor did not have the license, this per se could not render the contract invalid. It was also contended that issuance of notification under CLR Act, 1970 for prohibition of contract labours in the year 1994 did not cover the works done by the concerned workers. Lastly it was emphasized that the concerned ALC who submitted the report narrating the nature of work of the concerned workers had not been brought as witness. As a result, the veracity of the report could not be checked through cross-examination. According to the management side such report therefore, could not be acted upon.

19. To establish employer- employee relationship, among others, the following facts need to be established by the party claiming such relationship:- (i) who appoints the workers, (ii) who pays the wages, (iii) who has the authority to

dismiss, (iv) who can take disciplinary action, (v) extent of control of supervision, (vi) whether there is continuity of service.

20. Coming to the question of payment of wages, it has been established that the wages were paid by the contractor in presence of an officer of the principal employer as was required. There was absolutely nothing in the record to even suggest that the concerned workers received their wages directly from the principal employer. It was established through evidence that it was the contractor who used to pay the wages to the concerned workers according to number of their working days. Ext-2 & Ext-18 are relevant in that matter. The gate passes proved by the concerned workers admittedly were issued to facilitate their entry into the premises of the ONGC which was a protected area. But in those passes, as discussed earlier, the words “c..labour” and “non-employee” pass was mentioned. There was not even an iota of evidence to show that the concerned workers were appointed by the ONGC directly. It was therefore, clear that the ONGC did not appoint the concerned workers directly and their wages etc were directly paid by the contractor.

21. In regard to control on the concerned workers, it would be natural that the institution where the workers would be engaged by the contractor, would have some basic control because ultimately it was the institution’s work which was being executed through the contract. The real test is one of total control including the power of removal or initiation of disciplinary matters. There was absolutely nothing on record to show that the management of the ONGC had such absolute control over the concerned workers. It was the contractor who used to pay the wages and it was he who had ultimate control.

22. The claim of the workers that the “contract” was a mere paper arrangement also did not appear to be wholly acceptable. The concerned contractor was examined as M.W No.2. He proved that he used to engage them and also used to pay their wages. He also proved the contracts/agreements with the ONGC regarding execution of certain works for which he engaged the concerned workers. He further stated that once the contract finally expired, he disengaged the concerned workers. Admittedly, at the time of the first agreement he did not have a valid license though he acquired the license soon after. But, non availability of license by the contractor cannot per se render the contract invalid.

23. Reliance of the workers on certain certificates, as discussed earlier, issued by some ONGC officials to claim their direct engagement in the ONGC appeared to be misplaced in as much as those officers were not authorized to issue such certificates. Evidence of the M.W. No.3 would show that actions were being taken such officers. That apart, if employment of a person in an establishment is held to be proved only by issuance of a certificate by any officer of the establishment, it would only lead to a chaotic situation. To prove any employment- permanent or casual- there has to be some kind of appointment or engagement letter or at least, some document to show that the concerned establishment was directly paying the wages to the workers. Admittedly, none could prove or produce any such document. On the contrary, the documents proved by the management side, as discussed earlier, would categorically indicate that the concerned workers were engaged through the contractor (M.W No.2). Coming to the notification issued by Government of India under section 10 of the CLR Act, 1970 on 8.1.1994, certain categories of jobs such as typist, storekeeping or helper of a store keeper etc were prohibited to be executed through contract labours. But the nature of works mentioned in the tenders (Ext-1 & 1A) did not seem to have such nature of jobs as mentioned in the notification. Another aspect argued by the learned Senior Counsel Mr. Sahewalla was that substantial work of ONGC is exploration of Rigs, and when certain Rigs are abandoned, the contract for engagement of workers also come to an end. He submitted that some Rigs in the relevant localities had long been abandoned. He also submitted that the establishment was already suffering the burden of being over-staffed for which voluntary retirement scheme was introduced. He referred to Ext-17 & Ext-18 to prove that point.

24. In view of the above discussion, it appears to me that the concerned workers failed to prove that there was employer- employee relationship between the ONGC and them (concerned workers) within the meaning of Industrial Disputes Act, 1947. The concerned workers are, therefore, not entitled to any relief. The reference is, accordingly, disposed of with a no relief Award.

Given under the hand and seal of this Tribunal, this 11th day of July, 2019

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1346.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 04/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.07.2019 को प्राप्त हुए थे।

[सं. एल-30011/69/1999-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1346.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2016) of the Central Government Industrial Tribunal/ Labour Court Guwahati, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Limited and their workman, which were received by the Central Government on 17.07.2019.

[No. L-30011/69/1999-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present: Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No.04 of 2016

(Old number: Ref. No.4(C)/2000)

In the matter of an Industrial Dispute between :-

Smti. Banti Baruah, Sibsagar, Assam.

... Claimant/ Workman

-Vrs-

The Management of O.N.G.C., Nazira, Sibsagar,

...O.P./Management

APPEARANCES :

For the Workmen. : Mr. P.K.Baruah, Advocate

For the Management. : Mr. G. N.Sahewalla, Sr. Advocate

Ms. S. Senapati, Advocate

Date of Award: 11.07.2019

AWARD

1. The present industrial dispute was referred by the appropriate government vide Notification No. L-30011/69/99/IR(M) dt.15.3.2000 with the following schedule.

SCHEDULE

“Whether the claim for regularization of Smti. Banti Baruah is justified or not on the ground that Smti. Banti Baruah served on the post of typist during 1985 to 1990 and then worked under contractor during 1990 to 1995? If yes, to what relief Smti. Banti Baruah is entitled ?”

2. On receipt of the reference, both the parties were notified and in response to the notices they appeared and filed their respective written statements.

3. The case of the claimant was that she being a matriculate and a qualified Typist was appointed as a Typist by the ONGC from December,1985 as a casual employee and she was also directly paid her wages by the ONGC. Her

wages was Rs.2/- per page of typing and in the similar manner she continued to work till 1995. She also claimed that management issued Identity Card No.2051 on 28.4.1986 to her. It was also claimed that management was contemplating to regularize her service and in that respect there were correspondences between the management of ONGC and the Headquarters where she was working. According to her, as she was working on contingent basis she was entitled to be regularized as regular employee on the basis of the Standing Order of ONGC as she had put in more than 240 days of work per year during that period. On the basis of the above alleged facts the claimant prayed for an award in her favour for regularization of her service with all consequential benefits.

4. By filing W.S. ONGC denied that the concerned workman was ever appointed by the management. According to them all appointments in the ONGC are done as per the concerned Recruitment Rules which are in force. The management also claimed that they did not engage any workman directly who did the job as alleged by the claimant and hence there was no question of regularization or absorption. It was further alleged that there is no procedure of regularization without following the prescribed Rules of the ONGC. It was also stated that the Identity Card was issued to all including the contract labours to facilitate their entry into the premises of the ONGC for security reasons, the premises being protected area. It was also stated that Hon'ble High Court in C.R. No. 3366/95 only directed the management to examine the cases of the workers in respect of the regularization and accordingly the case of the petitioner was examined by the management but after such examination she was informed that she could not be absorbed in contravention of the Rules and Regulation of the ONGC. She was also informed that in case of any future vacancy she could apply for such post as per the advertisement.

5. After hearing the matter the Tribunal vide Award dated 01.12.2005 held that the claim of the workman was justified and the management was directed to re-engage her in the concerned post from the date of her termination and also directed to regularize her service from the date of her re-employment. The matter was taken before the Hon'ble High Court and the Hon'ble High Court vide order dated 10.09.2015 passed in W.P.(C) 2816/2006 quashed the award passed in Reference No.4(C)/2000 and remanded back the matter to this Tribunal. The Hon'ble High Court held as under:- "Therefore the impugned award dated 1.12.2005 (Annexure-6) in the Reference No.4(C) of 2000 is set aside and quashed. The case is thus remanded back to the learned Tribunal to decide afresh, in terms of the direction given in the judgement dated 4.9.2015 in the WP(C) No.5446/2006. Since both the references are connected with each other, it would be convenient to the Tribunal, if the two References are analogously heard." Accordingly, the reference has been heard analogously along-with the reference No.03/2016 (Old no. 8(C) of 2000).

6. In the first round of proceeding before the Tribunal, Workman side examined 3 witnesses including the workman. After remand of the matter the claimant re-examined herself and also examined another witness. The management side however, did not examine any further witness.

7. During argument the learned counsel for the workman side submitted that the management gave some artificial break in her job and if all the working days are counted it will come to 1449 days within a period of 3 years 9 months which will indicate that net working days were far more than 240 days in a year. He argued that from the evidence on the record it would appear that the workman rendered typing services under the ONGC, in Eastern Region, O.T. Complex, Sibsagar and hence there was employer and employee relationship between the ONGC and the workman. He further argued that there was continuity in service from 1985 to 1995 and the management illegally deprived the workman and without regularizing her service discontinued her from service. He further argued that from the materials on record it would appear that the engagement of the workman in 1985 could be irregular but since she had requisite qualification for the job at the relevant time, her service ought to have been regularized. According to the learned Counsel for the workman there was employer and employee relationship between the ONGC and the workman and hence the workman could not have been arbitrarily dismissed from service without following the relevant provisions in the I.D.Act, 1947.

8. The gist of the argument made by the workman side was that the workman Smti Banti Barua was directly engaged in ONGC for typing job from 1985 to 1989 and thereafter she along with other similarly situated employees were shown to have been engaged through a nominal contract which was nothing but a camouflage. It was further argued that after continuous service in ONGC from 1985 to 1989 the management illegally discontinued her service and hence, she is entitled to reinstatement on regular basis along with all consequential benefits.

9. Management's argument on the other hand was that the concerned claimant Smti Banti Barua was in a job contract and before her engagement as contract labour she used to do some typing work in ONGC @ Rs.2/- per page which are proved by her own exhibits. It was also argued that since the concerned worker was on a job contract she cannot be considered to be a casual employee under ONGC. It was further argued that the claim of the employee for regularization was completely illegal. In that respect learned Sr. Counsel of ONGC referred to para 47 of the judgment of Hon'ble Supreme Court reported in (2006) 4 SCC 1 in "Secretary, State of Karnataka and others...vrs.... Umadevi(3) and Others". The concerned paragraph of the aforesaid judgment is as under :

"47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is

aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.”

It was further argued that no appointment letter was issued to the concerned worker at any point of time by the management of ONGC and that is the reason for which the employee also could not submit any appointment letter. That apart, it was further argued that before her engagement as contract labour under the contractor, she was on job contract of typing at the time of necessity at the rate of Rs.2/- per page. It was also argued that the claimant was neither a direct employee under ONGC nor was she eligible for regularization in as much as automatic regularization of service in a Public Enterprise like ONGC is/was not permissible.

10. Let me now briefly discuss the evidence available on record. From the evidence of the concerned claimant Smti Banti Baruah (W.W No.1) it appeared that initially she was appointed on job contract for typing @ Rs2/- per page by the management. She also stated that she used to get payment on submission of bills by her. Such sanction orders were also exhibited by her as Ext-1, 2, 3, 4 &5. She also exhibited some bills as Ext 6 to 8. Exhibit-12 which is a document by which the then Additional Director (TPT) of ONGC, Sibsagar made a recommendation for continuing the job contract in respect of the concerned workman. During cross-examination she admitted she had submitted her bill for payment of her wages. During cross-examination she also stated that she did not know whether there was any appointment letter issued to her and whether any such appointment letter is in the record. She also admitted that she used to work in an area which was a protected area and for that purpose she was issued an Identity Card. In the re-examination she stated that in her earlier examination in-chief she exhibited photo copy of “regularization of job contract personnel” issued by ONGC on 25.01.1990 as Exhibit-12 and now she has collected certain copy of the aforesaid documents and hence she exhibited the same as Exhibit-12(1). She also proved a document as Exhibit-13(1) and also proved her educational qualification certificate which shows that she was a matriculate and had a vocational training diploma in typing. She has also proved a temporary identity card issued on 28.1.86 and medical certificates in respect of her treatment as Exhibit-17. She also exhibited Exhibit-18 and Exhibit-18(1) which are certain documents relating to her employment in ONGC as contract labour. After her re-examination she was again cross-examined by the learned Sr. Counsel of the ONGC in which she admitted that she got Rs.2/- per page for typing from the year 1985 and that she used to type 2 and ½ page in an hour. She also admitted that in Exhibit-12 it was mentioned that she was engaged in Planning Cell of TPT Section of ONGC on job contract basis. She further admitted that for the period 03.05.1988 to 14.06.1988 she used to submit a bill for Rs.950/- for typing 42 copies @ Rs.2/- per copy. She also admitted that she was used to be paid on the basis of her actual work i.e. the number of sheets typed at the prevailing rate. She also admitted that later she was shown to have worked under a contractor named Tuni Ram Phukan. She further stated that every person has to obtain identity card for security reasons for which the identity card was issued. She however denied the suggestion that she was engaged through a contractor and that she was on job contract of ONGC. She denied that she was not entitled for regularization. She also admitted that she has no appointment letter issued to her by the ONGC. W.W.2, Sri Dilip Kumar Borkakoty, a retired employee of the ONGC, stated that she knew the claimant who was on job contract as Typist in ONGC. He stated that he could identify the signature of Additional Director in Exhibit-12. W.W.3, Arun Chandra Borthakur, retired employee of ONGC, also proved the signature of the ONGC official on Exhibit-12 and 13. After the remand of the matter before this Tribunal, workman side also examined another witness named Sri Jatin Rajkonwar (W.W No.4) who introduced himself as Union Secretary of the ONGC Contractual Workers’ Union. He stated that initially he filed a Writ petition on 11.08.1995 to assist a total 21 ONGC workers including himself in a Writ Petition before the Hon’ble High Court which was registered as Civil Rule No.3366 of 1995. He further stated that as per order dated 12.08.1997 passed by the Hon’ble High Court, Assistant Labour Commissioner (C), Guwahati conducted an enquiry and submitted a report dated 05.01.1998 stating that the job of loading, unloading, handling as well as typing for which the work force were deployed were jobs of perennial nature. During his cross-examination he denied the suggestion that he did not depose earlier in the matter. He also admitted that he was the Secretary of the Union only in the year 2005 although he knew Smti Banti Barua since 1985.

11. Management side examined 4 witnesses. M.W.1 Sri Girish Chandra Dutta was functioning as Sr. Personal & Administrative Officer of the Department of Transport in ONGC, Sibsagar in the year 1993 and prior to that he was posted at Planning Logistic Department since 1986 at Sibsagar. He stated that in the year 1986 the concerned claimant Smti Banti Barua came to their Office seeking job of typing. He further stated that the Company did not enter into any written contract with her for regular job but during exigency of works they used to give her typing job @ Rs.2/- per page. He further stated after taking the work order she used to type the papers outside their office and he did not know where she typed. He further stated that they got their permanent Typist and there was no vacancy in the office for Typist. He

further stated that there were Social Welfare Schemes in ONGC for maintaining a healthy relation with the local people and one such scheme was to help the needy people by giving medical aid and such medical camps were also held in nearby villages. He further stated that ONGC has their own Recruitment Rules and they used to advertise when there is vacancy through newspapers and also through Employment Exchange. He further stated that there is no vacancy of Junior Assistant. He also stated that for filling up any regular post in ONGC the concerned Recruitment Rules was applicable. He also exhibited certain documents from Exhibits-A to Exhibit-I. During cross-examination he admitted that the concerned workman never worked directly under him and he joined in 1991 in the present post. The witness also admitted that he exactly did not know that when Banti Barua was working. He further stated that there was provision for punishment of the concerned officer of the ONGC for issuing unauthorized certificates. Action is taken for violation of Rules and for issuance of such unauthorized certificates. Management witness No.2, Sri Tuni Ram Phookon stated that he was a contractor of the ONGC. He knew Smti Banti Barua and she was under him as contract labour. He exhibited Exhibit-J the payment voucher Register and Exhibit-J(1) and J(2) being the relevant entries. He further stated that as per the payment vouchers he used to make payment to the labourers including the workman Smti Banti Barua. He exhibited his contractor license as Exhibit-K. During cross-examination he stated that he was contractor from 1987 to 1995. He further admitted that he has not brought any specific document to show that he was a contractor from 1987 to 1990. He further admitted that Exhibit-6, Exhibit-7 and Exhibit-8 which are the documents of bills of typing were not made by him. He further stated that the concerned workman never worked as Typist under him. He further denied the suggestion that Smti. Banti Barua never cleared the file or stacked. He denied the suggestion that Smti Banti Barua never worked under him as contract labour. Management witness No.3, Md. Sayed Abdul Khalique stated that he worked as Manager Stores in ONGC, Sibsagar from 1985 to 1995. He also stated that he knew Smti Banti Barua who worked in ONGC under contractor in the Central Store of ONGC. He also stated that the contract labour used to do work of stacking and cleaning of the files. He also stated that the work done by the claimant under contractor was of temporary nature. He further stated that in 1997 since there was no need of work of stacking, shifting and cleaning, number of contract labour were reduced because of non availability of such works in ONGC. He further stated that because of reduction of number of Rigs in ONGC, Shibsagar, number of contracts were also reduced. He also stated that the works related to present Rigs are done by the regular employees. He further stated that at the time of his giving evidence the number of workers were more than the required available works. He also stated that because of overstaffing, ONGC introduced a Voluntary retirement scheme. He exhibited the Scheme as Ext-P. During cross-examination the witness admitted that while he was posted in OT Complex in 1999 to 2002 he did not find Smti Banti Barua there. He further stated that he never worked with Smti Banti Barua in Office and she never worked under him. Management Witness No.4 Sri Putul Chandra Sarma, the then Manager, Logistic, ONGC, Sibsagar stated that he joined in ONGC in 1967 and that he came to know Smti Banti Barua in the year 1989 while he was working as Transport Officer in Transport and Planning and Provisioning Cell. He also stated that Smti Banti Barua used to visit the office sometime and they used to give her some typing job whenever there were excessive works. She typed the papers and delivered to us @ Rs.2/- per page. During cross-examination he stated the he was working as Transport Officer since 1989. He further stated that Smti Banti Barua was not an employee of the ONGC. He also stated during cross that payment of Smti Banti Barua for typing was made from contingency fund.

12. From the evidence of the concerned claimant Smti Banti Baruah (W.W No.1) and remaining witnesses of the workman side, as discussed earlier, it appeared that initially she was appointed on job contract for typing @ Rs2/- per page by the management. She also stated that she used to get payment on submission of bills by her. Such job contract could not be termed as direct casual employment under the ONGC. It appeared from the evidence on record that initial engagement of the claimant on job contract of typing job as and when required, in any case, could not be said to be direct employment. The claimant could not reasonably prove that she was a direct casual employee of the ONGC at any point of time. Later, she was engaged through contractor for performing the works mentioned in the contract and the contractor in his evidence, as discussed earlier, specifically mentioned that she never worked as typist under him. There was absolutely nothing on record to show that at the time of her disengagement she was under direct employment of ONGC. Even her initial engagement was on job contract and payment was made @ Rs.2/- per page of typing. Later, she was engaged by a contractor and it was the contractor who used to pay the wages. In such circumstances it cannot be held that there was a distinct employee-employer relationship between her and ONGC. Hence there was no question of discontinuation of her services by the ONGC. The aforesaid fact was further reinforced by the evidence adduced by the management side. From the evidence of management side it appeared that when she approached the concerned authorities for some job she was given job contract of typing whenever there was excessive works because regular typists were also there in the office. It was also proved that no further regular vacancy of typist was there in the office. That apart, at some point of time, due to closure of some Rigs, some regular staffs became surplus for which the management brought VRS scheme. In regard to issue of identity card, the management brought on record that such cards are issued to all employees including contract labours to facilitate their entry into the premises of the ONGC which is admittedly a protected area. Hence the identity card was issued to the claimant to facilitate her entry into the premises when required. The claimant, therefore, could not be termed as a "workman" within the meaning of Industrial Dispute Act, 1947.

Accordingly, the claimant does not appear to be entitled to any relief. The reference accordingly, is disposed of with a no relief Award.

Given under the hand and seal of this Tribunal this 11th day of July, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1347.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इण्डियन ऑयल कॉर्पोरेशन लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 09/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.07.2019 को प्राप्त हुए थे।

[सं. जेड-16025/4/2019-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1347.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2018) of the Central Government Industrial Tribunal/ Labour Court Kolkata, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and others and their workman, which were received by the Central Government on 19.07.2019.

[No. Z-16025/4/2019-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Application No. CGIT-09 of 2018

(Under Section 2A of the I.D. Act, 1947)

Parties: Shri Babulal Halder,
S/o. Late Gopal Chandra Halder,
B-1, 5/1A, New BBT Road, Sarangabad,
Kolkata – 700137

.... Applicant

- Vs -

M/s. Indian Oil Corporation Ltd. (Marketing Division),
Eastern Region, Indian Oil Bhavan,
2, Gariahat Road (South), Dhakuria,
Kolkata – 700068

2. IBP Company Ltd., Acting through Indian Oil
Corporation (Marketing Division) Eastern Region,
2, Gariahat Road (South), Dhakuria,
Kolkata – 700068

3. IBP Co. Ltd. (An Indian Oil Group Company),
Regional Office, Kolkata,
Shanti Niketan (12th Floor),
8, Camac Street,
Kolkata – 700017

...Opp. Parties

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Applicant : Mr. S. Mukherjee, Learned counsel with Mrs. P. Shaw, Learned counsel

On behalf of the Opposite Parties : Mr. S.K. Karmakar, Learned counsel with Mr. R. Talukder, Learned counsel

State: West Bengal.

Industry: Petroleum.

Dated: 12th July, 2019.

AWARD

This is an application under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act of 1947 for convenience) filed by the concerned workman, Shri Babulal Halder challenging his termination order dated 12.09.2008/15.09.2008 as illegal and also praying for his reinstatement with full back wages. The Opposite Party has filed its reply in which the maintainability of application under Section 2A of the Act of 1947 has been challenged on the ground of limitation.

2. When the case was taken up today for hearing, an application has been moved on behalf of the Applicant to withdraw the application moved under Section 2A of the Act of 1947. Though technical mistake in the application has been made a ground to withdraw the application, but the learned counsel has failed to demonstrate any technical lacunae in the application.

3. In the circumstances of the case, Applicant is permitted to withdraw the application. The application under Section 2A of the Act of 1947, however, shall be treated to have been dismissed as withdrawn.

Award is passed accordingly.

Dated, Kolkata,

The 12th July, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1348.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इण्डियन ऑयल कॉर्पोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 11/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.07.2019 को प्राप्त हुए था।

[सं. जेड-16025/4/2019-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1348.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2018) of the Central Government Industrial Tribunal/ Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and others and their workman, which were received by the Central Government on 19.07.2019.

[No. Z-16025/4/2019-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Application No. CGIT-11 of 2018
(Under Section 2A of the I.D. Act, 1947)

Parties: Shri Gyan Prakash Balmiki,
S/o. Late K. Balmiki,
219/03/1, Dharamtala Road,
Kolkata – 700137

... Applicant

- Vs -

M/s. Indian Oil Corporation Ltd. (Marketing Division),
Eastern Region, Indian Oil Bhavan,
2, Gariahat Road (South), Dhakuria,
Kolkata – 700068

2. IBP Company Ltd., Acting through Indian Oil
Corporation (Marketing Division) Eastern Region,
2, Gariahat Road (South), Dhakuria,
Kolkata – 700068

3. IBP Co. Ltd. (An Indian Oil Group Company),
Regional Office, Kolkata,
Shanti Niketan (12th Floor),
8, Camac Street,
Kolkata – 700017

...Opp. Parties

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Applicant : Mr. S. Mukherjee, Learned counsel with Mrs. P. Shaw, Learned counsel.

On behalf of the Opposite Parties : Mr. S.K. Karmakar, Learned counsel with Mr. R. Talukder, Learned counsel.

State: West Bengal.

Industry: Petroleum.

Dated: 12th July, 2019.

AWARD

This is an application under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act of 1947 for convenience) filed by the concerned workman, Shri Gyan Prakash Balmiki challenging his termination order dated 11.09.2008 as illegal and also praying for his reinstatement with full back wages. The Opposite Party has filed its reply in which the maintainability of application under Section 2A of the Act of 1947 has been challenged on the ground of limitation.

2. When the case was taken up today for hearing, an application has been moved on behalf of the Applicant to withdraw the application moved under Section 2A of the Act of 1947. Though technical mistake in the application has been made a ground to withdraw the application, but the learned counsel has failed to demonstrate any technical lacunae in the application.

3. In the circumstances of the case, Applicant is permitted to withdraw the application. The application under Section 2A of the Act of 1947, however, shall be treated to have been dismissed as withdrawn.

Award is passed accordingly.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1349.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 68/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2019 को प्राप्त हुए थे।

[सं. एल-11012/4/1997-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1349.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2011) of the Central Government Industrial Tribunal/ Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Airport Authority of India and their workman, which was received by the Central Government on 22.07.2019.

[No. L-11012/4/1997-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1,
NEW DELHI

ID No. 68/2011

Shri Anil s/o. late Shri Jagdish
 Qr.No. 5/6, TSF Near Base Hospital, Sumiron Lines,
 Delhi 110010.

.....Workman/Claimant

Versus

Airport Authority of India (National Airports Division)
 Through its Executive Director (Personnel),
 Rajiv Gandhi Bhawan,
 New Delhi 110003.

...Management/Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-11012/4/97-IR(M) dated 31.12.1997 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Airport Authority of India (National Airports Division) New Delhi in terminating the services of Shri Anil, Book Binder w.e.f. 14/12/1996, is justified ? If not, to what relief the concerned workman is entitled to and from what date?’

2. Both parties were put to notice and the claimant Anil filed his statement of claim, with the averments that on 1/7/1989 he was engaged as a Book Bider by the National Airports Authority Printing Press & was initially paid an amount of Rs.500/- per month which was subsequently revised and his drawn wags for the month of September, 1996 was Rs.1700/- per month. Though the workman served the above Press owned and run by the Management for the subsequent period from 1/10/1996 to 13/12/1996 but he was not paid wages for the same despite numerous requests to the Manager of the Press and other superior authorities at his own and through Airports Authority Kamgar Union (NAAKU) of which he was a Member but to no avail. Thereafter the aforesaid Union approached the Conciliation Officer but to no success. It is pleaded that the Manager of the Press or the Management of Airport Authority of India did not give any appointment letter, identity card, medical facility etc. to the workman. The Management sealed the Printing Press in the evening of 13th December, 1996 when the workman and his fellow colleagues left the press after performing duty and when they reported for work in the morning of 14/12/1996 at 9.30 AM, they came to know about the wrongful/illegal lock out of the Press and in this way the services of the workman/claimant who had worked for more than 240 days with the Management, were terminated without giving any notice or notice pay or retrenchment compensation and as such action of the Management is illegal and wrong. Prayer has been made for reinstatement with full back wages in the industrial pay-scale of Rs.2550-3660 w.e.f. 14/12/1996 and continuity of services and all consequential benefits vis-à-vis grant of next higher pay scale of Rs. 2720-4400 on completion of 8 years service w.e.f 1/7/1997. He has also claimed interest @ 18% per annum on the entitled amount, as a matter incidental to the main dispute.

3. Management resisted the claim of the Claimant Union, by filing written reply and took preliminary objections that the claim is not maintainable as there is no employer and employee relationship between the parties because the claimant/applicant was never the employee of the Management and as such no industrial dispute existed between the parties Even no valid/prior demand notice was served upon the Management. The claim is not maintainable for non joinder of necessary party viz contractor . While denying all the allegations of the claimant, it has been pleaded that the Management had never engaged any such person including the claimant and completion of 240 days by him is a mere concoction for creating a claim and the Management never terminated the services of any workman. It is alleged that the printing press was closed perfectly in a legal manner as per terms and conditions of the contact between the contractor Shri N.Lall and the Management. Prayer has been made for rejection of claim petition.

4. The claimant/workman filed rejoinder/replication, reiterating his own case and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 27/5/2011 :-

- (1) Whether there was no relationship of employer and employee between the parties ?
- (2) Whether the press was being run by the Management through a contractor, who employed the claimant in the said Press ?
- (3) As in terms of reference ?
- (4) Relief.

6. Perusal of the record shows that number of opportunities were granted to the claimant to lead evidence to prove his case but he failed to do so and on 21/7/2011 Shri H.S. Vats, A/R for the claimant had stated that the claimant was not in his contact and as such he closed his evidence.

7. On the other hand, the Management examined two witnesses namely Shri O.P. Chamoli, Asstt. General Manager (HR) and Shri Girish Kumar, Manager (Personnel), who filed their respective affidavits as Ex.MW2/A and Ex.MW3/A and they placed reliance on the documents Ex.,MW1/1 and Ex.MW2/1 to Ex.MW2/7.

6. I have heard Shri Manish Sherawat and Shri Digvijay Rai, A/R for the Management since none appeared on behalf of the claimant. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 to 3 :-

7. All these issues are taken up together as they can be disposed of conveniently by common discussion.

8. Onus to prove the case that the claimant had been working as Book Binder in the Printing Press of the Management from 1/7/1989 till 13/12/1996 either directly or through the contractor or that his services were illegally terminated by the Management on 14/12/1999, lies on the workman/claimant. He has not led any oral or documentary evidence to discharge the onus or to prove that he was engaged by the Management. On the other hand, the Management has examined two witnesses namely MW2 OP Chamoli and MW3 Girish Kumar. It would be a futile exercise to discuss and analyse the testimony of the witnesses examined by the Management, inasmuch as the claimant has not led any evidence to show that he was engaged by the Management at its printing press or that there existed relationship of employee-employer between the parties or that his services were illegally terminated by the Management on 14/12/1989. In the circumstances, this Tribunal has no option but to hold that the claimant has failed to prove his case. These issues are accordingly decided against the workman/claimant.

Issue No.4/Relief :-

9. In view of my findings on issue No.1 to 3 above, this Tribunal is constrained to hold that the claimant is not entitled to any relief whatsoever. Accordingly, no dispute Award is passed.

Date : 15.7.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1350.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 69/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2019 को प्राप्त हुए थे।

[सं. एल-11012/5/1997-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1350.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2011) of the Central Government Industrial Tribunal/ Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Airport Authority of India and their workman, which was received by the Central Government on 22.07.2019.

[No. L-11012/5/1997-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT No.1,
NEW DELHI****ID No. 69/2011**

Shri Baldev Singh s/o. late Shri Ram Singh ,
Qr.No. RZ-69 Bindapur Extension, Near Uttam Nagar,
New Delhi 110059.

...Workman/Claimant

Versus

Airport Authority of India (National Airports Division)
Through its Executive Director (Personnel),
Rajiv Gandhi Bhawan,
New Delhi 110003.

...Management/Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-11012/5/97-IR(M) dated 31.12.1997 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Airport Authority of India (National Airports Division) New Delhi in terminating the services of Shri Baldev Singh, Machine Man, w.e.f. 14/12/1996, is justified ? If not, to what relief the concerned workman is entitled to and from what date?’

2. Both parties were put to notice and the claimant Baldev Singh filed his statement of claim (dated 26/3/1988), with the averments that in the first week of January, 1989 he was engaged as a Machine-man by the National Airports Authority Printing Press & was initially paid an amount of Rs.1200/- per month which was subsequently revised and his drawn wages for the month of September, 1996 was Rs.2500/- per month. Though the workman served the above Press owned and run by the Management for the subsequent period from 1/10/1996 to 13/12/1996 but he was not paid wages for the same despite numerous requests to the Manager of the Press and other superior authorities at his own and through Airports Authority Kamgar Union (NAAKU) of which he was a Member but to no avail. Thereafter the aforesaid Union approached the Conciliation Officer but to no success. It is pleaded that the Manager of the Press or the Management of Airport Authority of India did not give any appointment letter, identity card, medical facility etc. to the workman. The Management sealed the Printing Press in the evening of 13th December, 1996 when the workman and his fellow colleagues left the press after performing duty and when they reported for work in the morning of 14/12/1996 at 9.30 AM, they came to know about the wrongful/illegal lock out of the Press and in this way the services of the workman/claimant who had worked for more than 240 days with the Management, were terminated without giving any notice or notice pay or retrenchment compensation and as such action of the Management is illegal and wrong. Prayer has been made for reinstatement with full back wages in the industrial pay-scale of Rs.2720-4400 w.e.f. 14/12/1996 and continuity of services and all consequential benefits vis-à-vis grant of next higher pay scale of Rs. 2950--5270 on completion of 8 years service w.e.f 1/1/1997. He has also claimed interest @ 18% per annum on the entitled amount, as a matter incidental to the main dispute.

3. Management resisted the claim of the Claimant Union, by filing written reply and took preliminary objections that the claim is not maintainable as there is no employer and employee relationship between the parties because the claimant/applicant was never the employee of the Management and as such no industrial dispute existed between the parties. Even no valid/prior demand notice was served upon the Management. The claim is not maintainable for non joinder of necessary party viz contractor. While denying all the allegations of the claimant, it has been pleaded that the Management had never engaged any such person including the claimant and completion of 240 days by him is a mere concoction for creating a claim and the Management never terminated the services of any workman. It is alleged that the printing press was closed perfectly in a legal manner as per terms and conditions of the contract between the contractor Shri N.Lall and the Management. Prayer has been made for rejection of claim petition.

4. The claimant/workman filed rejoinder/replication, reiterating his own case and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 27/5/2011 :-

(1) Whether there was no relationship of employer and employee between the parties ?

- (2) Whether the press was being run by the Management through a contractor, who employed the claimant in the said Press ?
- (3) As in terms of reference ?
- (4) Relief.

6. In order to prove the case, Smt. Nirmala Devi wife of Shri Baldev Singh appeared in the witness box as WW1.

7. On the other hand, the Management examined two witnesses namely Shri O.P. Chamoli, Asstt. General Manager (HR) and Shri Girish Kumar, Manager (Personnel), who filed their respective affidavits as Ex.MW2/A and Ex.MW3/A and they placed reliance on the documents Ex.,MW1/1 and Ex.MW2/1 to Ex.MW2/7.

6. I have heard Shri Manish Sherawat and Shri Digvijay Rai, A/R for the Management since none appeared on behalf of the claimant. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 and 2 :-

7. Both these issues being inter-related are taken up together and they can be disposed of conveniently by common discussion.

8. At the outset I may mention that case of the claimant/workman is that he had been working as Machine-Man in the Printing Press of the Management from 1st week of 1989 till 13/12/1996 and that his services were illegally terminated on 14/12/1996, whereas contention of the Management is that the workman/claimant was never engaged by it and there existed no relationship of employer-employee between the parties.

9. According to the testimony of Smt. Nirmala Devi wife of the claimant WW1 (which was recorded on 4/7/2011), her husband Baldev Singh used to work as Machine-Man under Airport Authority. He was engaged under the Management on 1.1.1989. He was getting Rs.1400 to Rs.1500/- per month as wages. She deposed that it was Saturday on 14/12/1996 when her husband had gone for duty but he returned home at 5 PM and informed her that the press was locked. Her husband had orally requested the Management for regularization of his services but same was not accepted rather his services were terminated without any notice. Her husband had made efforts to search job but he was not given any job by any employer, saying that he has been terminated from government job and as such her husband was unemployed since after termination of his services. Whereabouts of her husband are not known since 29/5/1999 and she had made a complaint to the police in this regard and copy of the same is Ex.WW1/10. She has also filed on record copy of the application made to the SDM, Punjabi Bagh (as Ex.WW1/9) regarding verification of death of her husband Shri Baldev Singh who was missing since 29/5/1999. She had also submitted an application to the Management for giving appointment on compassionate ground to her son Sandeep kumar and copy of the same is Ex.WW1/1. In cross examination she deposed that she does not have any document of PF and ESI benefits availed by her husband. She denied the suggestion that her husband had disclosed her that he was a contractual employee and was working in the office of the Management through the contractor Mr. Lall.

10. According to the testimony of MW2 OP Chamoli, the Printing Press owned by Airport Authority of India was run by Shri N. Lall – a contractor on monthly consolidated amount of Rs.10,000/- initially and the said Press ran upto 31st December, 1996. Copy of the letter of Award of contract dated 1/1/1989 (Ex.MW2/1) has been filed on record. In cross examination MW2 Shri O.P. Chamoli admitted that document Ex.MW2/3 accords sanction for payment of printing contract charges for a period of three years. He showed his ignorance if there were seven machines installed in the printing press or that out of those seven machines, five machines were power driven and remaining two machines were manual driven. He failed to affirm or deny whether there were 17 to 21 employees working in the printing press or that Ex.MW2/W-3 is the job card which was being used in the printing press. He showed his ignorance whether any document has been filed by the Management to show that N.Lal was awarded contract to run the press. He denied the suggestion that Shri N.Lal was working as Manager in the press and was not a contractor. It is noteworthy to mention here that in the document Ex. MW2/3 (dated 14.10.1992) the designation of Shri N.Lall has been described as Manager, NAA (National Airport Authority) Printing Press. Though this witness had taken time to produce record relating to pay bill receipts and muster roll, however he failed to produce the same and simply stated that the record is not available.

11. MW3 Girish Kumar in his testimony/affidavit Ex.MW3/A also tried to support the version of the Management that contract/agreement Ex.MW2/1 was awarded to Shri N.Lal and that the workers including the claimant were engaged by the contractor. He also stated that the printing press was closed by the Management and the assets of the printing press had been sold out. In cross examination this witness stated that the Management did not have documents to show that the workman/claimant was in the employment of the contractor. He showed his ignorance whether the Management was duly registered under Section 7 of CLRA Act or the contractor had obtained licence under Section 12 of CLRA Act.

12. The Management has neither examined Mr. Lall –the contractor nor produced any other document to show that the claimant/Baldev Singh was working in the Printing Press through the contractor Mr.Lall. Even perusal of the contract Ex.MW2/1 shows that the award/contract was primarily for running of the printing press **with required**

manpower to be provided by the contractor at Headquarter of National Airports Authority. The contract/agreement was valid for three years, that is upto 31st December, 1991. **There is nothing on record to suggest that the contract/award ExMW2/1 which expired on 31/12/1991 was renewed / extended in favour of the said contractor or any fresh contract/agreement was executed in favour of some other contractor for running the Printing Press of the Management, which was run upto 31st December, 1996.** It is manifest from the reading of contract Ex.MW2/1 that machinery, space/accommodation, electricity and paper used for printing were supplied by the Management and role of the contractor or the Manager Shri N.Lal was just to supply or supervise the manpower for printing of the printing material of the Management at the AAI Printing Press. It emerges that workers including the claimant were hired by Airport Authority of India **through the contractor/ Manager M/s N.Lal** for doing the printing work. There is nothing on record to suggest that the Management had awarded contract to M/s N.Lal for completion of any project or that the said contractor himself was fully responsible for carrying out the project of the Management.

13. It is fairly settled that the ID Act as well as Contract Labour (Regulation & Abolition) Act, 1970 are essentially social and beneficial legislations. The main purpose of the CLRA Act, 1970 is to regulate the conditions of workers under the contract labour system and to provide for its abolition by the appropriate government as provided under Section 10 of the said Act. Section 12 of the said Act bars a contractor from undertaking or executing any work through contract labour, except under and in accordance with a licence issued. Section 23, 24 and 25 of the Act makes contravention of the provisions of Act punishable thereunder. There is also requirement for the principal employer of the establishment to get itself registered under the CLRA Act so as to avail the benefit of provisions of the Act.

14. Constitution Bench of Hon'ble Supreme Court in the celebrated case of **Steel Authority of India Ltd. Vs. National Union Waterfront Workers, (2001) 7 SCC 1** notices the following circumstances under which contract labour would be held to be the workmen of the principal employer :-

“107. An analysis of the cases, discussed above, shows that they fall in three classes :

- (i) Where contract labour is engaged in or in connection with the work of an establishment establishment and employment of contract labour is prohibited either because the Industrial Adjudicator/Court ordered abolition of contract or because the appropriate Govt. issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered.
- (ii) Where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer, were held in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited.
- (iii) Where in discharge of a statutory obligation of maintaining a canteen in an establishment, the principal employer availed the services of a contractor, the Courts have held that the contract labour would indeed be the employees of the principal employer.

15. In the case of **Management of Ashok Hotel Vs. the Workmen (W.P. –Civil No.14828/2006 – decided on 19/2/2013)**, similar issue was involved and it was a case where various workmen were working continuously as safaiwala/housemen in the kitchen department etc. and they were alleged to be working directly under the contractor who had entered into a contract with the principal employer i.e. Ashok Hotel. Contention of the Management to the effect that workmen were employees of the contractor was rejected and contract in the said case was held to be sham and camouflage so as to deny direct relationship of employer (Ashok Hotel) and the workmen.

16. I may mention that situation in the instant case is not distinct. It is evident from the evidence adduced on record that the contract Ex.MW2/1 awarded to the contractor was for supply of workforce/manpower to the Management Airport Authority of India for doing the printing work at the Printing Press of the Management. Even control and supervision over the work of the claimant/workman was that of the Management. Thus, it emerges from the record that the workman/claimant had not been hired in connection with the work of a contractor rather he had been hired by the contractor for the work of the Management, that is to say for doing the printing work at the Printing Press of the Management/Airport Authority of India. This is indicative of the fact that contract/s between the Management and N.Lal was a sham and mere camouflage so as to deny relationship of employer and employee between it and the claimant herein. It is manifest from the evidence adduced on record that the workman Baldev Singh had been working regularly without any breaks from January, 1989 till 13/12/2014 whereas his services were terminated w.e.f.14/12/1996. As such, this Tribunal has no hesitation to hold that there existed relationship of employer –employee between the Management/Airport Authority of India and the workman/ claimant herein. Both these issues are decided accordingly in favour of the claimant and against the Management.

Issue No.3 :-

17. It is the case of the claimant that his services were terminated without issuing any notice or without any notice pay/compensation. It is a matter of record that the Management has not filed on record any document to show that any notice or retrenchment compensation has been paid to the claimant prior to his termination. Thus it can be inferred that no notice or compensation in lieu of notice period was given to the claimant by the Management and termination of the claimant/workman by the Management was in violation of provisions of Section 25-F of the Act. This goes to show that the Management terminated the services of the claimant/workman in violation of the provisions of Section 25-F of the Act.

18. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

20. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination of his services or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 14.12.1996 is held to be illegal and void.

21. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It stands proved on record that claimant was continuously in the employment of the Management from January, 1989 to 13.12.1996. **His last drawn wages were Rs.1400- 1500/- per month.** Services of the claimant were illegally terminated on 14.12.1996. Thereafter the claimant approached the Conciliation Officer but to no avail and ultimately the matter was referred to this Tribunal for adjudication under Section 10 of the Act vide letter dated 31.12.1997. Onus was upon the claimant/workman to plead and prove that he is unemployed since after his termination. Although it was not pleaded in the statement of claim that the workman was/is unemployed since after termination of his services, however WW1 Smt Nirmala Devi –wife of the workman deposed that after termination her husband had tried for job but was not granted. It would not be out of place to mention here that the workman Baldev Singh has been missing and untraceable since 29.5.1999 as per testimony of WW1 which fact finds support from the documents Ex.WW1/9 and Ex.WW1/0 – as referred to above, There is nothing on record to suggest that the workman Baldev Singh was selected through due process of selection or he was a regular / permanent employee of the Management.

22. The Hon'ble Apex Court in case **“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) **In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.**
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed**

or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

23. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190** as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wage worker who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

24. Having regard to the recent judicial trends coupled with aforesaid peculiar facts & circumstances of the case, this Tribunal is of the opinion that an amount of Rs. One lakh (Rupees One Lakh) as compensation would be just and reasonable, and the same is awarded in favour of the workman/claimant herein. The amount would be payable to the legal heirs of the workman in case they file requisite certificate/declaration to the effect that the workman Baldev Singh (being not traceable since 29/5/1999) is presumed to have died. In case this compensation amount is not paid by the Management within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly in favour of the claimant and against the Management..

Date : 18.7.2019

AVTAR CHAND DOGRA , Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1351.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 70/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2019 को प्राप्त हुए थे।

[सं. एल-11012/3/1997-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1351.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2011) of the Central Government Industrial Tribunal/ Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Airport Authority of India and their workman, which was received by the Central Government on 22.07.2019.

[No. L-11012/3/1997-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT No.1,
NEW DELHI

ID No. 70/2011

Shri Ganga Singh s/o. Shri Diwan Singh,
 Qr.No T-3/2-4 INA Colony,
 New Delhi 110023.

...Workman/Claimant

Versus

1-Airport Authority of India (National Airports Division)
 Through its Executive Director (Personnel),
 Rajiv Gandhi Bhawan,
 New Delhi 110023.

...Management/Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-11012/3/97-IR(M) dated 06.01.1998 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Airport Authority of India (National Airports Division) New Delhi in terminating the services of Shri Ganga Singh, Machine Man, w.e.f. 14.12.1998, is justified ? If not, to what relief the concerned workman is entitled to and from what date?’

2. Both parties were put to notice and the claimant Ganga Singh filed his statement of claim, with the averments that he was initially engaged as a Machine Man by the National Airports Authority Printing Press w.e.f. 1st week of July, 1989 and was paid an amount of Rs.500/- per month which was subsequently revised and his drawn wages for the month of September, 1996 was Rs.2200/- per month. Though the claimant/workman served the above Press owned and run by the Management for the subsequent period from 1.10.1996 to 13.12.1996 but he was not paid wages for the same despite numerous requests to the Manager of the Press and other superior authorities at his own and through Airports Authority Kamgar Union (NAAKU) of which he was a Member but to no avail. Thereafter the aforesaid Union approached the Conciliation Officer but to no success. It is pleaded that the Manager of the Press or the Management of Airport Authority of India did not give any appointment letter, identity card, medical facility etc. etc; to the workman. The Management sealed the Printing Press in the evening of 13th December, 1996 when the workman and his fellow colleagues left the press after performing duty and when they reported for work in the morning of 14.12.1996 at 9.30 AM, they came to know about the wrongful/illegal lock out of the Press and in this way the services of the workman/claimant who had worked for more than 240 days with the Management, were terminated without giving any notice or notice pay or retrenchment compensation and as such action of the Management is illegal and wrong. Prayer has been made for reinstatement with full back wages in the industrial pay-scale of Rs.2720-4400 w.e.f. 14.12.1996 and continuity of services and all consequential benefits vis-à-vis grant of next higher pay scale of Rs.2950-90-3850-100-4850-110-5270 on completion of 8 years service w.e.f. 1.7.1997. He has also claimed interest @ 18% per annum on the entitled amount, as a matter incidental to the main dispute.

3. Management resisted the claim of the Claimant Union, by filing written reply and took preliminary objections that the claim is not maintainable as there is no employer and employee relationship between the parties because the claimant/applicant was never the employee of the Management and as such no industrial dispute existed between the parties. Even no valid/prior demand notice was served upon the Management. The claim is not maintainable for non joinder of necessary party viz contractor. While denying all the allegations of the claimant, it has been pleaded that the Management had never engaged any such person viz claimant Ganga Singh and completion of 240 days by him is a mere concoction for creating a claim and the Management never terminated the services of any workman. It is alleged that the printing press was closed perfectly in a legal manner as per terms and conditions of the contract between the contractor and the Management. Prayer has been made for rejection of claim petition.

4. The claimant/workman filed rejoinder/replication, reiterating his own case and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 27.5.2011 :-

(1) Whether there was no relationship of employer and employee between the parties ?

- (2) Whether the press was being run by the Management through a contractor, who employed the claimant in the said Press ?
- (3) As in terms of reference ?
- (4) Relief.

6. In order to prove his case, the workman examined himself as WW1 & reiterated the averments as mentioned in the claim petition.

7. On the other hand, the Management examined two witnesses namely Shri O.P. Chamoli, Asstt. General Manager (HR) and Shri Girish Kumar, Manager (Personnel), who filed their respective affidavits as Ex.MW2/A and Ex.MW3/A and they placed reliance on the documents Ex.MW2/1 to Ex.MW2/7 and Ex.MW3/1.

6. I have heard Shri Radhey Shyam Soni, A/R for the workman./claimant and Shri Manish Sherawat & Shri Digvijay Rai, A/Rs for Management. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 and 2 :-

7. Both these issues being inter-related are taken up together and they can be disposed of conveniently by common discussion.

8. At the outset I may mention that case of the claimant/workman is that he had been working as Machineman in the Printing Press of the Management w.e.f. 1.7.1989 till 13.12.1996 and that his services were illegally terminated w.e.f. 14.12.1996 as the Press was locked out, whereas contention of the Management is that the workman/claimant was never engaged by it and there existed no relationship of employer-employee between the parties.

9. In his oral testimony, the claimant has testified that he worked as Machineman under the Management from 1.7.1989 till 13.12.1996 continuously and without any break. On 14.12.1996 the Management locked out and he was illegally terminated from service without any notice. He explained that he used to do job of card printing and paper printing. His last drawn wages were Rs.2200/- per month and wages used to be paid to him by the Management through vouchers duly signed by me. In cross examination, he admitted that the Management had not issued any appointment letter to him. He has got no document to show that the Management used to pay wages to him. He has also got no document to show that his PF and ESI contributions used to be deducted by the Management. He has got no proof to show he used to get his attendance marked with the Management. He denied the suggestion that he did not mark his attendance in the register of the Management. He explained that he used to work under Shri Lal, Manager. He showed his ignorance that Shri Lal was the contractor. He admitted that the Press has been lying closed since 14.12.1996. He denied the suggestion that the Management never terminated his services. He, however, admitted that he is presently working in NOIDA and earning around Rs3500/- to Rs.4000/- per month.

10. As per the testimony (affidavit Ex.MW2/A) of MW2 OP Chamoli, the Printing Press owned by Airport Authority of India was run by Shri N. Lal – a contractor on monthly consolidated amount of Rs.10,000/- initially and the said Press run upto 31st December, 1996. He has filed on record copy of the Award letter dated 1.1.1989 (Ex.MW2/1). There is nothing on record to suggest that the contract/award ExMW2/1 which expired on 31.12.1991 was renewed/extended in favour of the said contractor or any fresh contract/agreement was executed with some other contractor for running the Printing Press of the Management, which was run upto 31st December, 1996. In cross examination MW2 Shri O.P. Chamoli showed his ignorance whether N.Lal was awarded contract to run the press. He denied the suggestion that Shri N.Lal was working as Manager in the press and was not a contractor. It is noteworthy to mention here that in the document Ex.MW2/3 (dated 14.10.1992) the designation of Shri N.Lal has been described as Manager, NAA (National Airport Authority) Printing Press. Though this witness had taken time to produce record relating to pay bill receipts and muster roll, however he failed to produce the same and simply stated that the record is not available. He showed his ignorance if there were seven machines installed in the printing press or that out of those seven machines, five machines were power driven and remaining two machines were manual driven. He failed to affirm or deny whether there were 17 to 21 employees working in the printing press or that Ex.MW2/W-3 is the job card which was being used in the printing press.

11. MW3 Girish Kumar in his testimony/affidavit Ex.MW3/A also tried to support the version of the Management that contract/agreement Ex.MW1/1 was awarded to Shri N.Lal and that the workers including the claimant were engaged by the contractor. He also stated that the printing press was closed by the Management and the assets of the printing press had been sold out. In cross examination this witness stated that the Management did not have documents to show that the workman/claimant was in the employment of the contractor. He showed his ignorance whether the Management was duly registered under Section 7 of CLRA Act or the contractor had obtained licence under Section 12 of CLRA Act.

12. Perusal of the contract Ex.MW2/1 shows that the award/contract was primarily for running of the printing press **with required manpower to be provided by the contractor at Headquarter of National Airports Authority.** The

contract/agreement was valid for three years, that is upto 31st December, 1991. It is manifest from the reading of contract Ex.MW2/1 that machinery, space/accommodation, electricity and paper used was supplied by the Management and role of the contractor or the Manager Shri N.Lal was to supply the manpower for printing of the printing material at the AAI Printing Press. It emerges that workers including the claimant were hired by Airport Authority of India through the contractor/Manager M/s N.Lall for doing the printing work. There is nothing on record to suggest that the Management had awarded contract to M/s N.Lal for completion of any project or that the said contractor himself was fully responsible for carrying out the project of the Management.

13. It is fairly settled that the ID Act as well as Contract Labour (Regulation & Abolition) Act, 1970 are essentially social and beneficial legislations. The main purpose of the CLRA Act, 1970 is to regulate the conditions of workers under the contract labour system and to provide for its abolition by the appropriate government as provided under Section 10 of the said Act. Section 12 of the said Act bars a contractor from undertaking or executing any work through contract labour, except under and in accordance with a licence issued. Section 23, 24 and 25 of the Act makes contravention of the provisions of Act punishable thereunder. There is also requirement for the principal employer of the establishment to get itself registered under the CLRA Act so as to avail the benefit of provisions of the Act.

14. Constitution Bench of Hon'ble Supreme Court in the celebrated case of Steel Authority of India Ltd. Vs. National Union Waterfront Workers, (2001) 7 SCC 1 notices the following circumstances under which contract labour would be held to be the workmen of the principal employer :-

“107. An analysis of the cases, discussed above, shows that they fall in three classes :

- (i) Where contract labour is engaged in or in connection with the work of an establishment establishment and employment of contract labour is prohibited either because the Industrial Adjudicator/Court ordered abolition of contract or because the appropriate Govt. issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered.
- (ii) Where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer, were held in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited.
- (iii) Where in discharge of a statutory obligation of maintaining a canteen in an establishment, the principal employer availed the services of a contractor, the Courts have held that the contract labour would indeed be the employees of the principal employer.

15. In the case of Management of Ashok Hotel Vs. the Workmen (W.P. –Civil No.14828/2006 – decided on 19.2.2013), similar issue was involved and it was a case where various workmen were working continuously as safaiwala/housemen in the kitchen department etc. and they were alleged to be working directly under the contractor who had entered into a contract with the principal employer i.e. Ashok Hotel. Contention of the Management to the effect that workmen were employees of the contractor was rejected and contract in the said case was held to be sham and camouflage so as to deny direct relationship of employer (Ashok Hotel) and the workmen.

16. I may mention that situation in the instant case is not distinct. It is evident from the evidence adduced on record that the contract Ex.MW2/1 awarded to the contractor was for supply of workforce/manpower to the Management Airport Authority of India for doing the printing work at the Printing Press of the Management. Even control and supervision over the work of the claimant/workman was that of the Management. Thus, it emerges from the record that the workman/claimant had not been hired in connection with the work of a contractor rather he had been hired by the contractor for the work of the Management, that is to say for doing the printing work at the Printing Press of the Management/Airport Authority of India. This is indicative of the fact that contract/s between the Management and N.Lall was a sham and mere camouflage so as to deny relationship of employer and employee between it and the claimant herein. It is manifest from the evidence adduced on record that the workman had been working regularly without any breaks since 4/7/2008 till 5/7/2013 when his services were terminated. As such, this Tribunal has no hesitation to hold that there existed relationship of employer –employee between the Management/Airport Authority of India and the workman/ claimant herein. Both these issues are decided accordingly in favour of the claimant and against the Management.

Issue No.3 :-

17. It is the case of the claimant that his services were terminated without issuing any notice or without any notice pay/compensation. Admittedly the Management has not filed on record any document to show that any notice or retrenchment compensation has been paid to the claimant prior to his termination. Thus it can be inferred that no notice or compensation in lieu of notice period was given to the claimant by the Management and as such termination of the

claimant/workman by the Management was in violation of provisions of Section 25-F of the Act. This goes to show that the Management terminated the services of the claimant/workman in violation of the provisions of Section 25-F of the Act.

18. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

20. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 14.12.1996 is held to be illegal and void.

21. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It stands proved on record that claimant was continuously in the employment of the Management from July, 1989 to 13.12.1996. His last drawn wages were Rs.2200/- per month. Services of the claimant were illegally terminated on 14.12.1996. Thereafter the claimant approached the Conciliation Officer but to no avail and ultimately the matter was referred to this Tribunal for adjudication under Section 10 of the Act vide letter dated 6/1/1998. In his testimony recorded on 4.7.2011 the claimant had admitted that he had been working in NOIDA and earning around Rs.3500/- to Rs.4000/- per month. Thus, it is evident from the testimony of the claimant that presently he is gainfully employed.

22. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

23. Having regard to the recent judicial trends and duration of service rendered by the claimant, an amount of Rs. 2 lakh (Rupees Two Lakhs) appears to be just and reasonable, and the same is payable to the claimant herein by the Management. In case this compensation amount is not paid within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly.

Date : 15/7/2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 22 जुलाई, 2019

का.आ. 1352.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 111/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2019 को प्राप्त हुए था।

[सं. एल-11012/7/1997-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd July, 2019

S.O. 1352.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2011) of the Central Government Industrial Tribunal/ Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Airport Authority of India and their workman, which was received by the Central Government on 22.07.2019.

[No. L-11012/7/1997-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO. 1 NEW DELHI

ID No. 111/2011

Shri Virendra Kumar s/o. Shri Charan Singh,
Qr.No.443 Chaudharana Pana, Vill. Badli,
District Jhajjar (Haryana).

...Workman/Claimant

Versus

Airport Authority of India (National Airports Division)
Through its Executive Director (Personnel),
Rajiv Gandhi Bhawan,
New Delhi 110003.

...Management/Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-11012/7/97-IR(M) dated 31.12.1997 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Airport Authority of India (National Airports Division) New Delhi in terminating the services of Shri Virender Kumar, Paper Man, w.e.f. 14/12/1998, is justified ? If not, to what relief the concerned workman is entitled to and from what date?’

2. Both parties were put to notice and the claimant Virender Kumar filed his statement of claim, with the averments that he was initially engaged as a Paperman by the National Airports Authority Printing Press w.e.f. 2nd week of November, 1990 and was initially paid an amount of Rs.600/- per month which was subsequently revised and his drawn wages for the month of September, 1996 was Rs.1700/- per month. Though the claimant/workman served the above Press owned and run by the Management for the subsequent period from 1/10/1996 to 13/12/1996 but he was not paid wages for the same despite numerous requests to the Manager of the Press and other superior authorities at his own and through Airports Authority Kamgar Union (NAKU) of which he was a Member but to no avail. Thereafter the aforesaid Union approached the Conciliation Officer but to no success. It is pleaded that the Manager of the Press or

the Management of Airport Authority of India did not give any appointment letter, identity card, medical facility etc. etc; to the workman. The Management sealed the Printing Press in the evening of 13th December, 1996 when the workman and his fellow colleagues left the press after performing duty and when they reported for work in the morning of 14/12/1996 at 9.30 AM, they came to know about the wrongful/illegal lock out of the Press and in this way the services of the workman/claimant who had worked for more than 240 days with the Management, were terminated without giving any notice or notice pay or retrenchment compensation and as such action of the Management is illegal and wrong. Prayer has been made for reinstatement with full back wages in the industrial pay-scale of Rs.2550-3660 w.e.f. 14/12/1996 and continuity of services and all consequential benefits vis-à-vis grant of next higher pay scale of Rs. 2720-4400 on completion of 8 years service w.e.f 1/7/1998. He has also claimed interest @ 18% per annum on the entitled amount, as a matter incidental to the main dispute.

3. Management resisted the claim of the Claimant Union, by filing written reply and took preliminary objections that the claim is not maintainable as there is no employer and employee relationship between the parties because the claimant/applicant was never the employee of the Management and as such no industrial dispute existed between the parties. Even no valid/prior demand notice was served upon the Management. The claim is not maintainable for non joinder of necessary party viz contractor. While denying all the allegations of the claimant, it has been pleaded that the Management had never engaged any such person including the claimant and completion of 240 days by him is a mere concoction for creating a claim and the Management never terminated the services of any workman. It is alleged that the printing press was closed perfectly in a legal manner as per terms and conditions of the contract between the contractor Shri N.Lall and the Management. Prayer has been made for rejection of claim petition.

4. The claimant/workman filed rejoinder/replication, reiterating his own case and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 27/5/2011 :-

- (1) Whether there was no relationship of employer and employee between the parties ?
- (2) Whether the press was being run by the Management through a contractor, who employed the claimant in the said Press ?
- (3) As in terms of reference ?
- (4) Relief.

6. In order to prove his case, the workman himself appeared in the witness box as WW1 & reiterated the averments as mentioned in the claim petition.

7. On the other hand, the Management examined two witnesses namely Shri O.P. Chamoli, Asstt. General Manager (HR) and Shri Girish Kumar, Manager (Personnel), who filed their respective affidavits as Ex.MW2/A and Ex.MW3/A and they placed reliance on the documents Ex.,MW1/1 and Ex.MW2/1 to Ex.MW2/7.

6. I have heard Shri Radhey Shyam Soni, A/R for the workman./claimant and Shri Manish Sherawat and Shri Digvijay Rai, A/R for the Management. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 and 2 :-

7. Both these issues being inter-related are taken up together and they can be disposed of conveniently by common discussion.

8. At the outset I may mention that case of the claimant/workman is that he had been working as Paper-Man in the Printing Press of the Management from 1/11/1990 till 13/12/1996 and that his services were illegally terminated on 14/12/1996, whereas contention of the Management is that the workman/claimant was never engaged by it and there existed no relationship of employer-employee between the parties.

9. In his oral testimony, the claimant WW1 has testified that he was engaged under the Management on 1.11.1990. Initially he was getting Rs.500/- per month as wages which were revised to Rs.550/- per month after six months of his service. In December, 1996 his wages were Rs.900/- per month. He claimed to have orally requested the Management in March, 1996 for regularization of his services but same was not accepted. Thereafter he filed his claim before Labour Authority/conciliation officer. However, on 14th December, 1996 his services were terminated by the Management without any notice or notice compensation. In cross examination, he deposed that Shri Lal Sahib who was the Manager of the Printing Press used to pay him wages. His uncle Shri Shiv Chran who was employee of Airport Authority had got him employed under the Management, for which he had not given any application or interview. He got the job on recommendation of his uncle. He clarified that he was getting bonus every year and payment of the same was paid through voucher duly signed by him. He denied the suggestion that Mr. Lal Sahib was the contractor who used to run the printing press. He denied the suggestion that he did not work under the Management from 1/11/1990 till 13/12/1996. He admitted that the printing press was closed after 13/12/1996 and that is why his employment came to an end.

10. According to the testimony of MW2 OP Chamoli, the Printing Press owned by Airport Authority of India was run by Shri N. Lal – a contractor on monthly consolidated amount of Rs.10,000/- initially and the said Press ran upto 31st December, 1996. Copy of the letter of Award of contract dated 1/1/1989 (Ex.MW2/1) has been filed on record. In cross examination MW2 Shri O.P. Chamoli admitted that document Ex.MW2/3 accords sanction for payment of printing contract charges for a period of three years. He showed his ignorance if there were seven machines installed in the printing press or that out of those seven machines, five machines were power driven and remaining two machines were manual driven. He failed to affirm or deny whether there were 17 to 21 employees working in the printing press or that Ex.MW2/W-3 is the job card which was being used in the printing press. He showed his ignorance whether any document has been filed by the Management to show that N.Lal was awarded contract to run the press. He denied the suggestion that Shri N.Lal was working as Manager in the press and was not a contractor. It is noteworthy to mention here that in the document Ex.MW2/3 (dated 14.10.1992) the designation of Shri N.Lal has been described as Manager, NAA (National Airport Authority) Printing Press. Though this witness had taken time to produce record relating to pay bill receipts and muster roll, however he failed to produce the same and simply stated that the record is not available.

11. MW3 Girish Kumar in his testimony/affidavit Ex.MW3/A also tried to support the version of the Management that contract/agreement Ex.MW2/1 was awarded to Shri N.Lal and that the workers including the claimant were engaged by the contractor. He also stated that the printing press was closed by the Management and the assets of the printing press had been sold out. In cross examination this witness stated that the Management did not have documents to show that the workman/claimant was in the employment of the contractor. He showed his ignorance whether the Management was duly registered under Section 7 of CLRA Act or the contractor had obtained licence under Section 12 of CLRA Act.

12. Perusal of the contract Ex.MW2/1 shows that the award/contract was primarily for running of the printing press **with required manpower to be provided by the contractor at Headquarter of National Airports Authority.** The contract/agreement was valid for three years, that is upto 31st December, 1991. **There is nothing on record to suggest that the contract/award ExMW2/1 which expired on 31/12/1991 was renewed/extended in favour of the said contractor or any fresh contract/agreement was executed with some other contractor for running the Printing Press of the Management, which was run upto 31st December, 1996.** It is manifest from the reading of contract Ex.MW2/1 that machinery, space/accommodation, electricity and paper used for printing were supplied by the Management and role of the contractor or the Manager Shri N.Lal was just to supply or supervise the manpower for printing of the printing material of the Management at the AAI Printing Press. It emerges that workers including the claimant were hired by Airport Authority of India **through the contractor/Manager M/s N.Lal** for doing the printing work. There is nothing on record to suggest that the Management had awarded contract to M/s N.Lal for completion of any project or that the said contractor himself was fully responsible for carrying out the project of the Management.

13. It is fairly settled that the ID Act as well as Contract Labour (Regulation & Abolition) Act, 1970 are essentially social and beneficial legislations. The main purpose of the CLRA Act, 1970 is to regulate the conditions of workers under the contract labour system and to provide for its abolition by the appropriate government as provided under Section 10 of the said Act. Section 12 of the said Act bars a contractor from undertaking or executing any work through contract labour, except under and in accordance with a licence issued. Section 23, 24 and 25 of the Act makes contravention of the provisions of Act punishable thereunder. There is also requirement for the principal employer of the establishment to get itself registered under the CLRA Act so as to avail the benefit of provisions of the Act.

14. Constitution Bench of Hon'ble Supreme Court in the celebrated case of **Steel Authority of India Ltd. Vs. National Union Waterfront Workers, (2001) 7 SCC 1** notices the following circumstances under which contract labour would be held to be the workmen of the principal employer :-

“107. An analysis of the cases, discussed above, shows that they fall in three classes :

- (i) Where contract labour is engaged in or in connection with the work of an establishment establishment and employment of contract labour is prohibited either because the Industrial Adjudicator/Court ordered abolition of contract or because the appropriate Govt. issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered.
- (ii) Where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer, were held in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited.
- (iii) Where in discharge of a statutory obligation of maintaining a canteen in an establishment, the principal employer availed the services of a contractor, the Courts have held that the contract labour would indeed be the employees of the principal employer.

15. In the case of **Management of Ashok Hotel Vs. the Workmen (W.P. –Civil No.14828/2006 – decided on 19/2/2013)**, similar issue was involved and it was a case where various workmen were working continuously as safaiwala/housemen in the kitchen department etc. and they were alleged to be working directly under the contractor who

had entered into a contract with the principal employer i.e. Ashok Hotel. Contention of the Management to the effect that workmen were employees of the contractor was rejected and contract in the said case was held to be sham and camouflage so as to deny direct relationship of employer (Ashok Hotel) and the workmen.

16. I may mention that situation in the instant case is not distinct. It is evident from the evidence adduced on record that the contract Ex.MW2/1 awarded to the contractor was for supply of workforce/manpower to the Management Airport Authority of India for doing the printing work at the Printing Press of the Management. Even control and supervision over the work of the claimant/workman was that of the Management. Thus, it emerges from the record that the workman/claimant had not been hired in connection with the work of a contractor rather he had been hired by the contractor for the work of the Management, that is to say for doing the printing work at the Printing Press of the Management/Airport Authority of India. This is indicative of the fact that contract/s between the Management and N.Lall was a sham and mere camouflage so as to deny relationship of employer and employee between it and the claimant herein. It is manifest from the evidence adduced on record that the workman had been working regularly without any breaks from 1/11/1990 till 13/12/2014 whereas his services were terminated w.e.f.14/12/1996. As such, this Tribunal has no hesitation to hold that there existed relationship of employer –employee between the Management/Airport Authority of India and the workman/ claimant herein. Both these issues are decided accordingly in favour of the claimant and against the Management.

Issue No. 3 :-

17. It is the case of the claimant that his services were terminated without issuing any notice or without any notice pay/compensation. It is a matter of record that the Management has not filed on record any document to show that any notice or retrenchment compensation has been paid to the claimant prior to his termination. Thus it can be inferred that no notice or compensation in lieu of notice period was given to the claimant by the Management and termination of the claimant/workman by the Management was in violation of provisions of Section 25-F of the Act. This goes to show that the Management terminated the services of the claimant/workman in violation of the provisions of Section 25-F of the Act.

18. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

20. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination of his services or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 14/12/1996 is held to be illegal and void.

21. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It stands proved on record that claimant was continuously in the employment of the Management from 1/11/1990 to 13/12/1996. **His last drawn wages were Rs.900/- per month.** Services of the claimant were illegally terminated on 14/12/1996. Thereafter the claimant approached the Conciliation Officer but to no avail and ultimately the matter was referred to this Tribunal for adjudication under Section 10 of the Act vide letter dated 31/12/1997. Onus was upon the claimant/workman to plead and prove that he is unemployed since after his termination. Although the claimant has prayed for reinstatement of his services alongwith back wages, however he has neither pleaded nor adduced any evidence to show that he is unemployed since after termination of his

services. The claimant has also not filed on record any document to show that he having been selected through due process of selection, was a regular or permanent employee of the Management.

22. The Hon'ble Apex Court in case **"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages.** If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

23. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190** as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

24. Having regard to the recent judicial trends coupled with aforesaid facts & circumstances of the case, this Tribunal is of the opinion that an amount of Rs. 2 lakh (Rupees Two Lakhs) would be just and reasonable, and the same is awarded in favour of the claimant herein. In case this compensation amount is not paid by the Management within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly in favour of the claimant and against the Management..

Date : 15.7.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 23 जुलाई, 2019

का.आ. 1353.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डबल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 14/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.07.2019 को प्राप्त हुए थे।

[सं. एल-22012/136/2008-आईआर (सी एम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 23rd July, 2019

S.O. 1353.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the management of M/s W.C.L. and their workmen, received by the Central Government on 15.07.2019.

[No. L-22012/136/2008-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/14/2009

Date: 11.06.2019

Party No.1 : The Sub Area Manager,
Rayatwari Sub Area of WCL,
Post- Rayatwari,
Yabatmal (MS)- 445307.

Versus

Party No.2 : Vice President,
Jharkhand Colliery Mazdoor Union,
Dadmahal Ward, Hanuman Khidki,
Chandrapur (MS)

AWARD

(Dated: 11th June, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Rayatwari Sub Area of WCL and the Union, Jharkhand Colliery Mazdoor Union for adjudication, as per letter **No.L-22012/136/2008-IR (CM-II) dated 31.03.2009**, with the following schedule:-

"Whether the action of the management of M/S WCL in denying employment to the dependent of late Shri Ramdhari Mukaram is legal and justified? To what relief the claimant is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union "Jharkhand Colliery Mazdoor Union ("the union" in short) filed the statement of claim on behalf of the applicant, Shri Dinesh Ramdhari Mukaram ("the applicant" in short) and the management of WCL (here-in-after referred to as the "Party No. 1") filed its written statement.

The case of the applicant as projected by the union in the statement of claim is that the deceased father of the applicant, Ramdhari Tukaram was appointed as a loader by party No.1 on 19. 10. 1972 and he worked with party No.1 till 22.07.2001, the date of his death and deceased Ramdhari was a permanent employee of party No.1 and after the death of Ramdhari, his widow applied for compassionate appointment for her son, the present applicant by submitting applications dated 15.01.2005 and 11.11.2006, but the party no.1 deliberately and illegally avoided to give employment to the applicant by applying illegal parameter, which is clear cut discrimination towards the applicant and as in the mean time, mother of the applicant died, the applicant approached it (union) and authorized it to pursue the matter before the concerned authority on his behalf and though it raised the issue before the party No.1, on behalf of the applicant, to provide him compassionate employment, party No.1 failed to take cognizance of its application.

It is further pleaded by the union that the deceased workman had discharged his duty for 24 years as a permanent employee till his death and as per the provisions of Coal Wages Agreements, the applicant is entitled for employment on the basis of compassionate and the claim of the applicant was rejected by the party No.1 saying that deceased Ramdhari, the late father of the applicant was a "Badli" worker, but "Badli" worker also falls within the definition of "workman" and "Badli" worker is also entitled to the benefits under all industrial laws and the applicant is entitled for employment on compassionate ground and as party No.1 refused to give employment to the applicant, the union raised the dispute before the ALC and ultimately, the dispute was referred by the Central Government to this Tribunal for adjudication.

Prayer has been made by the union to direct the management to provide employment to the applicant with all consequential benefits.

3. The party no.1 in the written statement has pleaded inter-alia that the present reference is vague, as the establish in which, the workman was working, his designation etc have not been mentioned and hence, the reference is not maintainable and the dispute has been raised by the union, but the union has not produced any material on record to show that deceased Ramdhari Mukaram was a member of the union and the union is not competent to raise an industrial dispute of this nature and the dispute is not an industrial dispute as defined under section 2 (k) of the Act.

It is further pleaded by party no.1 that deceased Ramdhari was appointed as a loader on 19.10.1972 at Ballarpur Pit no. 3 & 4 and as Ramdhari was unauthorisedly absent from duty, the management vide its communication No. 373 dated 06.05.1996 advised him to join duties and also informed him that in case of his failure to join duties, he would be treated as a 'Badli' worker and as Ramdhari did not join duties, vide letter 489 dated 12/15.06.1996, he was made a Badli worker and the placement/ conversion of Ramdhari as a Badli worker was not protested by the workman or his union and Ramdhari joined at Mahakali colliery as a Badli worker w.e.f. 15.06.1996 and worked as such till his death on 21.07.2001 and due to his death, his name was removed from the roll of Badli workers of Mahakali colliery and Ramdhari did not complete 240 days as Badli worker in any calendar year and wife of deceased workman after a gap of 4/5 years, requested the management to consider the case of her son for employment vide applications dated 15.01.2005 and 11.11.2006 and there was inordinate delay on the part of the applicant requesting the management to appoint him on compassionate ground and the applications were rejected by the competent authority on the grounds that deceased workman, Ramdhari Mukaram was not a permanent employee and he was on Badli roll at the time of his death, which was in tune of the prevailing policy and therefore, its action is justified and legal and interestingly, the applicant, Dinesh did not make any application himself for employment, soon after the death of his father, even though he was already a major at that time and it is obvious that he was not interested in securing the employment and the applicant is not entitled for any relief.

4. Both the parties have adduced oral evidence in support of their respective claim, besides placing reliance on documentary evidence. The union has examined Shri Kishore Potanwar, the Vice-President of the union as a witness in support of the claim. Shri Shrikrishna Shelke, the Senior Personnel Manager of Rayatwari Sub Area has been examined as a witness by the party no.1. On considering the evidence of both parties and argument, my predecessor passed an award on 13.01.2014. After that, the Hon'ble High Court on considering argument of both parties in Writ Petition No. 6027/2014, remitted back this case to this Tribunal "To record finding on the claim of Respondent and then proceed to decide the matter in accordance with law".

5. This Tribunal gave opportunities to the both parties afresh as per the directions of the Hon'ble High Court. On behalf of the union, they filed additional affidavit of Vice President of the union, Shri Kishor Potanwar and on behalf of the Party No. 1, they filed evidence on affidavit of Shri Ramkrishna Singh (MW-2) and Shri Naresh Bahadur Singh (MW-3), both are the Personnel Manager of Party No. 1. All these witnesses were cross-examined by the opposite party.

6. **Point of determination:**

- i. Whether Ramdhari was Badli worker or under regular employment?
- ii. Whether his dependent, Dinesh is entitled to compensatory appointment?
- iii. Whether the action of the Party No. 1 is legal & justified?

Or

- iv. Whether denying the employment is illegal and unjustified?
- v. Whether the applicant is entitled to any other relief?

Reason of determination:

7. On behalf of the union, it was argued that, Shri Ramdhari Mukaram was in employment of Party No. 1 as a loader from 19.10.1972 to 09.01.1997 as permanent employee, Shri Dinesh Mukaram is the son of Ramdhari Mukaram, according to the union, the applicant i.e. Shri Dinesh is entitled for employment on compensatory ground. They relied on case laws: Employees in relation to the management of Bhowra (N) colliery of BCCL Vs Their workmen Case No. 93 of 1987 Hon'ble Patna High Court dated of order 10.10.1991(1991 Law Suit (PAT) 317) and Panyam Cements employees Union, Kurnool Vs Commissioner of Labour, Hyderabad. That argument was denied by the Party No. 1 by asserting that, Badli worker is not covered by the definition of workman as contemplated U/s 2(s) of the I.D. Act and also argued that, applicant is not entitled for compensatory appointment. They relied on case laws: WCL Vs. Shri Lomesh W.P. No. 3203/2012 date of order 22.07.2013, Bangalore Metropolitan Transport corpn. Vs. T.V. Aanndappa (2009) 17 SCC 473, K.S.R.T.C. Vs. S.G. Kotturappa 2005 II LLJ SC 161, U.P. State Warehousing Corporation Vs. P.O. 2013 III LLJ All 213, Shri Munnalal Batham Vs. Regional Manager CGIT Jabalpur Case No. 2/92 date of award 11.06.2013, M.P. State Agro Industries Development Vs. S.C. Pandey (2006) 2 SCC 716, Surendranagar District Panchayat Vs. Dahyabhai Amarsinh (2005) 8 SCC 750 and Post Master General Vs. Tutu Das (2007) 5 SCC 317.

8. On perusal of the record, it appears that, my predecessor decided this case on merit on 13.01.2014 and Hon'ble High Court in Writ Petition No. 6027/2014, WCL Vs. Jharkhand Colliery Mazdoor Union, remanded this case with the directions that, "Tribunal to record finding on the claim of the respondent and then proceed to decide the matter in accordance with law". The Hon'ble High Court also directed that, "The deceased employee had acquired the status of permanent employee after 12.06.1996 though initially he was appointed as Loader Without recording any finding on this aspect of the matter – the petitioner is directed to give employment to the respondent on compassionate ground". Now I see the legal position.

9. In case 2004 I CLR 872 Panyam Cements Employees, Hon'ble High Court of A.P. held that, "Denial of right of Badli worker to join Trade Union amounts to unfair labour practiceany dispute between Badli workers and management is a trade dispute", but in case laws, Bangalore Metropolitan Transport Corporation, K.S.R.T.C, U.P. State Warehouse Corporation and U.P. State Agro Industrial Development, The Hon'ble Supreme Court and High Court held that:-

- i. Daily wager does not hold a post as he is not appointed in terms of the provisions of the Act and Rules framed there under and therefore he does not derive any legal right.
- ii. "Requirement of 240 days continuous service --- Onus to prove --- Evidence to be led --- Held, burden of proof lies on workman ----- It is for workman to adduce evidence apart from examining himself ----- Workman has failed to discharge the burden ---- It is improbable that a workman claiming to have been in employment for ten years would not possess any documentary evidence to prove nature of his employment and period of work undertaken with his employer".
- iii. "Equality is a positive concept and cannot be invoked where any illegality has been committed or where no legal right is established".
- iv. Held that, "Their service as Badli workers, the Supreme Court held, gave them no status, their services were not protected by any statute and they did not hold any civil post".
- v. "Standing Order encourage a Badli worker to complete 240 days attendance in a calendar year and thereafter enjoy all the benefits -----NCWA makes no difference between the Badli workman and permanent workman -----While reading agreement, one has to keep in mind the difference between status of Badli and Permanent worker ----- suggestion by the learned counsel for the respondent is not acceptable".

This order is confirmed by the Hon'ble Supreme Court by SLP No. 11902—11903/2014 date of order 19.08.2014. Now I want to see the evidence of the union.

10. On behalf of the union, they examined Shri Kishor Potanwar as a Vice President of the union. He admitted that, their union is registered at Jharkhand, but copy of the Constitution of Union, Registration Certificate and Authority Letter has not been filed by the union. He also admitted that, he did not file any document, which shows that, union has authorized to him to raise such dispute before this Tribunal. He also did not file any document, which shows that, Ramdhari was a member of their union. In this way, union did not file any document, which shows that, Kishor Potanwar is authorized by the union to raise this dispute before this Tribunal or regarding the membership of Ramdhari.

11. Shri Kishor Potanwar in para 7 of his cross-examination admitted that, Ramdhari was died on 22.07.2001 but he was working in WCL as a Badli worker. He also admitted that, Ramdhari was not attending his duty at the time of his death. He also admitted that, gratuity and other benefits of Ramdhari have already been paid to the legal heirs. He also admitted that, Ramdhari's wife Smt. Jagwanti Devi applied for compensatory appointment before the ALC(C), Chandrapur on 15.02.2007. In second time, this witness was examined on 13.04.2018. At that time, he filed three documents, which were marked as W-1 to W-3. He also admitted that, these documents were provided by the family member of Ramdhari. He also admitted that, their union maintained attendance register and membership register of their members, but they did not file any document regarding the attendance of Ramdhari. In this way, he rebutted his examination in chief regarding Ramdhari's working in WCL and nature and period of the work. Now I see the evidence of the Party No. 1.

12. On behalf of the Party No. 1, Shri Shrikant Shelke, MW-1, Shri Ramkrishna Singh, MW-2 and Shri Naresh Bahadur Singh, MW-3 were examined in support of their written statement as well as their defence.

13. Shri Shrikant Shelke, MW-1 in para 11 of his cross-examination, admitted that, Ramdhari was working in WCL from 1972 to 2001. He also admitted that, he was working as a permanent loader from 19.10.1972, but they did not file any order, which shows that, Ramdhari was converted from permanent loader to badli worker. He also admitted that, Party No. 1 did not file any document showing the attendance of Ramdhari prior to 1997. He also admitted that, in NCWA-VII there was a provision of compensatory appointment but based on conditions. In this way, he admitted some facts in cross-examination without proving any document, which shows that, he is deposing his evidence on the basis of documents, but he admitted some facts without documents.

14. Shri Ramkrishna Singh, MW-2 was working as Sr. Personnel Officer at Mahakali Colliery in the period from 02.06.2002 to 12.08.2008. He gave some details regarding attendance of Ramdhari from 1997 to 2001. He also admitted that, Ramdhari was not working with him and in mines, there is a Attendance Register i.e. 'C' Register. On perusal of his statement, he is giving his statement on the basis of documents, but he has no knowledge that, M-10 document was received by Ramdhari or not? He is not in position to say that, Ramdhari was continuous in service from 1972 till death, but he admitted that, he was Badli worker. In this way, his statement is based purely on documents without personal knowledge.

15. Shri Naresh Bahadur Singh, MW-3 was also a Personnel Manager, who was posted at Mahakali Colliery in the period from 17.01.1995 to 26.05.1999. In para 15 of his cross-examination, asserted that, order was issued on 06.05.1996 to Ramdhari regarding unauthorized absenteeism, but he admitted that, letter is not produced on record i.e. this is a part of order of badli. On perusal of his statement, shows that, mostly his statement is based on record. In this way, he remained unrebutted his statement. So, his evidence appears to be true.

16. In para 34 of the case of BCCL, Hon'ble Patna High Court held that, "In Yogendra Pal Singh Vs. Union of India, reported in 1987 SC page 1015, the Supreme Court while striking down rules 12.14 and 12.15 of the Punjab Police Rules, 1934, however stated while it may be permissible to appoint a person who is the son of a police officer who dies in service or who is incapacitated while rendering service The children or wards or other relatives of such police officers would be contrary to Article 16 of the Constitution".

17. But Hon'ble High Court, Jharkhand on the basis of Case law, Yogender Pal Singh and others Vs. Union of India and others AIR 1987 SC 1015, in case Employers in relation to the management of Bhowra Area No. XI of Ms BCCL, Dhanbad Vs. the Presiding Officer, Dhanbad W.P. (L) No. 2412 of 2002 dated 26.07.2012, in which Hon'ble Court laid down the following principles:-

- i. "There shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the state".
- ii. "No dependent of an employee of the State or its instrumentality is entitled to claim preference in the matter of on public employment on the basis of the service of his father/parent is no longer res integra in view of the specific provision contain in Part III of the Constitution of India and also laid down in the judgment delivered by the Hon'ble Supreme Court of India in number of cases".
- iii. "Article 16, cl. (1), guarantees equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State: and cl. (2) prohibits discrimination on certain grounds in respect of any such employment or appointment We do not see any reason why the full ambit of the fundamental right guaranteed by Art. 16 in the matter of employment or appointment to any office under the State should be cut down by a reference to the provisions in Part XIV of the constitution which relate to services or to provisions in the earlier Constitution Acts relating to the same subject".
- iv. "The new offices which were created for the new village or villages should be filled up by the Collector by selecting the persons whom he considered best qualified Collector to dull up the said new offices by selecting persons from among the families of the last holders of the offices was opposed to Article 16 of the constitution".

Ongoing above discussions and principles laid down in the above case laws, with regard and full respect of above case laws, my humble opinion is that, the principle laid down in cases, Yogender Pal Singh and Employers in relation to the management of Bhowra Area cases, is more appropriate in regard to the fact and circumstances of this case.

18. Judging the present case in hand with the touch stone of the principles as mentioned above, my humble opinion is that, union fails to prove that, Ramdhari was a permanent employee as a loader or he worked for 240 days in a calendar year as a badli worker. Union also fails to prove that, union authorized Shri Kishor Potanwar to raise this dispute before this Tribunal. Union also fails to prove through its reliable evidence, that Ramdhari was fulfilled the condition as a compensatory appointment as per NCWA. Union also fails to prove that, applicant is covered under particular NCWA, which was prevailed at the time of retirement of Ramdhari. So, Party No. 1 i.e. management in denying the employment to Dinesh/applicant appears to be legal and justified. Hence, it is ordered:-

ORDER

The action of the management of M/S WCL in denying employment to the dependent of late Shri Ramdhari Mukaram is legal and justified. The applicant is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 23 जुलाई, 2019

का.आ. 1354.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार असिस्टेंट कमिश्नर केन्द्रीय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.07.2019 को प्राप्त हुआ था।

[सं. एल-42012/33/2005-आईआर (सी एम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 23rd July, 2019

S.O. 1354.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial dispute between the management of Assistant Commissioner, Kendriya Vidyalaya and their workmen, received by the Central Government on 17.07.2019.

[No. L-42012/33/2005-IR (CM-II)]

RAJENDER SINGH, Section Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 5/2006

राधामोहन चतुर्वेदी

पीठासीन अधिकारी

रेफरेन्स नं. L-42012/33/2005-IR(CM-II) दिनांक 06/12/2005

शंकरलाल पुत्र श्री कन्हैया लाल
निवासी—लागडिया वास, पो0 सायपुरा,
तह0 जमवारामगढ़, जिला जयपुर।

v/s

1. असिस्टेंट कमिश्नर, केन्द्रीय विद्यालय, 92, गांधी नगर मार्ग, बजाज नगर, जयपुर।
2. प्राचार्य, केन्द्रीय विद्यालय, ब्यावर जिला अजमेर।
3. प्राचार्य, केन्द्रीय विद्यालय, अजमेर।

प्रार्थी की तरफ से : श्री कुणाल रावत — अभिभाषक

अप्रार्थी की तरफ से : श्री हवा सिंह — अभिभाषक

: अधिनिर्णय :

दिनांक : 14.06.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 6.12.2005 को निम्नांकित एक विवाद औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 (1) (घ) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में इस अधिकरण को संदर्भित किया गया।

“क्या प्राचार्य, केन्द्रीय विद्यालय, कॉलेज रोड़, ब्यावर द्वारा अपने कर्मकार श्री शंकरलाल पुत्र श्री कन्हैयालाल, दैनिक भोगी कर्मचारी को माह मार्च 1997 से सेवा से बर्खास्त करना न्यायोचित एवं विधि सम्मत है? यदि नहीं तो कर्मकार अपने नियोजक से किस राहत को पाने का अधिकारी है?”

2. इस सन्दर्भ के प्राप्त होने पर उभयपक्ष को आहूत किया गया तथा प्रार्थी को निर्देश दिये गये कि वह अपने दावे का अभिकथन प्रस्तुत करें। इस निर्देश के अनुपालन में प्रार्थी ने दिनांक 27.2.2006 को अपने दावे का अभिकथन प्रस्तुत किया। प्रार्थी के अनुसार दिनांक 1.7.1993 को अप्रार्थी संख्या 1 ने अप्रार्थी संख्या 2 के यहां उसे चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त किया। दिनांक 2.9.1995 को अप्रार्थी संख्या 2 द्वारा प्रार्थी को अप्रार्थी संख्या 3 के यहां स्थानान्तरित कर दिया। प्रार्थी ने अप्रार्थी संस्थान में दिनांक 1.7.1993 से मार्च 1997 तक लगातार कार्य किया। प्रार्थी को मार्च 1997 में अप्रार्थी द्वारा मौखिक रूप से सेवामुक्त कर

दिया गया। तत्पश्चात प्रार्थी ने कई बार अप्रार्थी से उसे काम पर लेने हेतु निवेदन किया किन्तु उसे आश्वासन के अतिरिक्त कुछ नहीं मिला। इस पर प्रार्थी ने समझौता अधिकारी के समक्ष परिवाद किया। समझौता वार्ता असफल होने पर केन्द्रीय सरकार ने यह विवाद संदर्भित किया। सेवामुक्ति के पूर्व प्रार्थी को न तो कोई आरोप पत्र दिया और ना ही नोटिस, नोटिस वेतन एवं छंटनी प्रतिकर का भुगतान किया। प्रार्थी ने एक कैलेंडर वर्ष में 240 दिन से अधिक कार्य किया है किन्तु अप्रार्थी ने धारा 25 एफ़्द अधिनियम तथा नियम 77 एवं 78 का अनुपालन नहीं किया। अतः अप्रार्थी द्वारा की गयी सेवामुक्ति को अवैध घोषित करते हुए सेवा की निरन्तरता, बकाया वेतन एवं परिलाभों सहित प्रार्थी को बहाल किया जावे।

3. अप्रार्थीगण ने प्रतिउत्तर में प्रार्थी के कथनों को अस्वीकार किया। उनका कथन है कि विपक्षीगण “उद्योग” की परिभाषा की परिधि में नहीं आते। प्रेषित विवाद औद्योगिक विवाद अधिनियम के अन्तर्गत अधिनिर्णीत नहीं किया जा सकता। अप्रार्थी संस्थान एक शैक्षिक संस्थान है। प्रार्थी को दैनिक पारिश्रमिक पर कार्य की उपलब्धता के कारण अस्थायी रूप से नियोजित किया गया था। उसका कभी स्थानान्तरण नहीं किया क्योंकि वह स्थायी कर्मचारी नहीं था। प्रार्थी ने दिनांक 1.7.1993 से मार्च 1997 तक लगातार कार्य नहीं किया और न ही उसे अप्रार्थी द्वारा सेवामुक्ति किया गया। प्रार्थी की कथित सेवामुक्ति छंटनी की परिभाषा में नहीं आती, इसलिये अधिनियम की धारा 25 (एफ) के प्रावधानों का उल्लंघन किये जाने का कोई अवसर नहीं आया। प्रार्थी ने जुलाई 93 से फरवरी 94 तक कुल 125 दिन दैनिक वेतन भोगी के रूप में कार्य किया अतः दावा अस्वीकार किया जावे।

4. प्रार्थी ने अपने साक्ष्य में स्वयं शंकरलाल को परिक्षित किया तथा प्रलेखीय साक्ष्य में प्रदर्ष-डब्ल्यू 1 पत्र प्रदर्शित किया।

5. विपक्षीगण ने अपने साक्ष्य में श्रीमती उषा किरण राठी को परीक्षित किया एवं प्रलेखीय साक्ष्य प्रस्तुत की।

6. दिनांक 30.1.2014 को इस अधिकरण द्वारा पंचाट पारित करते हुए प्रार्थी को कोई अनुतोष पाने का कोई अधिकारी नहीं माना गया और यह निष्कर्षित किया कि प्रार्थी की सेवासमाप्ति न्यायोचित एवं विधि सम्मत है।

7. इस पंचाट के विरुद्ध प्रार्थी ने माननीय राजस्थान उच्च न्यायालय के समक्ष एस.बी. सिविल रिट याचिका संख्या 11,210/2014 शंकरलाल बनाम असिस्टेन्ट कमिश्नर केन्द्रीय विद्यालय, एवं अन्य प्रस्तुत की। माननीय राजस्थान उच्च न्यायालय ने दिनांक 10.12.2018 को रिट याचिका को आंशिक रूप से स्वीकार करते हुए इस अधिकरण द्वारा पारित पंचाट 30.1.2014 को अपास्त कर दिया और अधिकरण को यह निर्देश दिया कि वह माननीय उच्च न्यायालय के समक्ष प्रस्तुत किये गये तथ्यों एवं पक्षकारों द्वारा प्रस्तुत किये जाने वाले प्रलेखों के आधार पर विवाद का पुनःपरीक्षण करें और सन्दर्भित विवाद का 4 माह की अवधि में विनिश्चय करें।

8. इस आदेश के प्राप्त होने पर उभयपक्ष को यह अवसर दिया गया कि वे जो भी साक्ष्य प्रस्तुत करना चाहें प्रस्तुत करें। दिनांक 5.3.2019 को उभयपक्ष ने अभिलेख प्रस्तुत किये। प्रार्थी ने कोई अतिरिक्त साक्षी परीक्षित नहीं किया जबकि विपक्षी ने अपने अतिरिक्त साक्ष्य में गोविन्द सिंह मेहता को परीक्षित किया। तत्पश्चात उभयपक्ष ने दो स्थगन बहस हेतु लिये अन्ततः 28.5.19 को मैनें उभयपक्ष के तर्क-वितर्क सुने और साक्ष्य का परिशीलन किया।

9. प्रार्थी के अभिभाषक का यह तर्क है कि प्रदर्ष-डब्ल्यू1 विपक्षी का पत्र है। इस पत्र में स्पष्ट रूप से प्रार्थी को गुप ‘डी’ संवर्ग में नियुक्ति किया जाना वर्णित है। केन्द्रीय विद्यालय ब्यावर व अजमेर एक ही सहायक आयुक्त के अधीन विद्यालय है। प्रार्थी ने दिनांक 1.7.1993 से 1.9.96 तक केन्द्रीय विद्यालय ब्यावर में कार्य किया। तत्पश्चात 2.9.96 से मार्च 97 तक केन्द्रीय विद्यालय अजमेर 2 में कार्य किया। उनका यह प्रबल तर्क है कि प्रार्थी दैनिक वेतन भोगी कर्मचारी के रूप में भी अधिनियम के अन्तर्गत एक कर्मकार है। विपक्षी द्वारा प्रार्थी को कोई नियुक्ति पत्र एवं सेवा समाप्ति पत्र नहीं दिया गया। केवल उपस्थिति पंजिका (मस्टर रोल वेतन) और पंजिका ही ऐसे अभिलेख है जो प्रार्थी की सेवा का प्रमाण हो सकते हैं किन्तु विपक्षी ने जानबूझकर प्रार्थी के ब्यावर के कार्य के उपस्थिति रजिस्टर्स प्रार्थी द्वारा तलब करवाने पर भी प्रस्तुत नहीं किये। इसलिये विपक्षी के विरुद्ध प्रतिकूल उपधारणा की जानी चाहिये। और यह प्रमाणित मान लिया जाना चाहिये कि जिस अवधि के उपस्थिति रजिस्टर्स विपक्षी ने प्रस्तुत नहीं किये उस अवधि अर्थात् दिनांक 1.7.1993 से मार्च 1997 तक प्रार्थी विपक्षी के अधीन सेवारत रहा है। उपस्थिति का अभिलेख रखना अधिनियम की धारा 25 (बी) के अन्तर्गत रखना अनिवार्य है। इसलिये विपक्षी यह नहीं कह सकता है कि इस अवधि के उपस्थिति अभिलेख संधारित नहीं किये गये। अपने तर्क के समर्थन में प्रार्थी द्वारा निम्नांकित विधिक दृष्टान्त प्रस्तुत किये गये :—

- (1) ए. आई. आर. 2006 सुप्रीम कोर्ट कैसेज 355 (1) आर. एम. येल्लाट्टी बनाम असिस्टेन्ट एक्जीक्यूटीव इन्जीनियर
- (2) ए. आई. आर. 2011 सुप्रीम कोर्ट कैसेज 2532 देवेन्द्र सिंह बनाम म्यूनिसिपल कौंसिल सानौर
- (3) ए. आई. आर. 2015, सुप्रीम कोर्ट 357 तौपश कुमार पॉल बनाम बी.एस.एन.एल. व अन्य
- (4) ए. आई. आर. 2007 सुप्रीम कोर्ट 1370 श्री राम इन्डस्ट्रीयल एन्टरप्राइजेस लि. बनाम महक सिंह व अन्य

10. इसके विपरीत अभिभाषक विपक्षी का यह तर्क है कि प्रार्थी ने जुलाई 93 से फरवरी 94 तक 125 दिन तथा अक्टूबर 96 से फरवरी 97 तक 70 दिन टुकड़ों में दैनिक वेतन भोगी के रूप में कार्य किया है। धारा 25 (बी) अधिनियम के अन्तर्गत उसने सेवासमाप्ति के एक वर्ष पूर्व की अवधि में 240 दिन कार्य नहीं किया है। प्रार्थी द्वारा सम्पादित कार्य के उपस्थिति एवं भुगतान का अभिलेख उन्होंने प्रस्तुत कर दिया है। जिस अवधि में कार्य ही नहीं किया उस अवधि का अभिलेख उपलब्ध ना होने से पेश नहीं किया जा सका है। प्रार्थी को इस, प्रकार 240 दिन कार्य करने का तथ्य स्वयं की ही साक्ष्य से ही प्रमाणित करना होगा। प्रार्थी, विपक्षी पर यह सिद्धिभार अन्तरित नहीं कर सकता है। प्रदर्ष-डब्ल्यू 1 पत्र सहायक आयुक्त द्वारा जारी अनापत्ति पत्र है, नियुक्ति पत्र नहीं। यह पत्र स्पष्ट दर्शाता है कि प्रार्थी दिनांक 27.9.1996 को विपक्षी की सेवा में नहीं था तभी उसे सेवा में रखने की अनुमति दैनिक वेतन पर दी गई थी। अतः दावा निरस्त किया जावे। उन्होंने अपने तर्क के समर्थन में निर्णय 2002 (3) एस.सी.सी. 25 रेंज फारेस्ट आफिसर बनाम एस. टी. हादिमानी प्रस्तुत किया।

11. उभयपक्ष के तर्कों एवं निर्णयों में पारित विधि पर मनन के पश्चात इस विवाद में निम्नांकित बिन्दु विचारणीय है : —

बिन्दु संख्या — 1:— क्या प्रार्थी ने दिनांक 1.7.1993 से 1.9.96 तक केन्द्रीय विद्यालय, ब्यावर तथा 2.9.96 से मार्च 97 तक विपक्षी की सेवा में रहते हुए सेवामुक्ति से पूर्व एक कैलेण्डर वर्ष की अवधि में 240 दिन की सेवा पूर्ण की है ?

बिन्दु संख्या — 2:— क्या विपक्षी द्वारा मई 1997 में प्रार्थी की सेवासमाप्ति 'छटनी' है जो प्रार्थी को एक माह का नोटिस या नोटिस के स्थान पर नोटिस वेतन तथा छटनी प्रतिकर न दिये जाने के कारण अवैध है ?

बिन्दु संख्या — 3 अनुतोष :- क्या हो ?

12. साक्ष्य, उभयपक्ष के तर्क एवं प्रस्तुत की गई विधि पर विचार के उपरान्त प्रत्येक बिन्दु पर विनिश्चय इस प्रकार है।

13. बिन्दु संख्या — 1 प्रार्थी शंकरलाल ने अपने साक्ष्य शपथ पत्र में अभिवचनों को पुष्ट करने का यद्यपि प्रयास किया है किन्तु अभिवचन एवं साक्ष्य में विरोधाभास स्पष्ट दृष्टिगत होता है। प्रार्थी ने अपने दावे के अभिकथन के चरण संख्या 3 में अप्रार्थी संख्या 2 द्वारा 2.9.95 को अप्रार्थी संख्या 3 के यहां स्थानान्तरित करना लिखा है। जबकि साक्ष्य शपथ पत्र के चरण संख्या 3 में प्रार्थी ने दिनांक 1.7.1993 से 1.9.96 तक केन्द्रीय विद्यालय, ब्यावर में कार्य करना कहा है तत्पश्चात 2.9.96 से मार्च 97 तक केन्द्रीय विद्यालय, संख्या 2 अजमेर में कार्य करना कहा है। इस स्थिति में केन्द्रीय विद्यालय, ब्यावर में प्रार्थी के सेवाकाल के सम्बन्ध में अभिवचन और साक्ष्य में स्पष्ट विरोधाभास प्रकट होता है। माननीय उच्च न्यायालय ने निर्णय आर. एम. येल्लाट्टी बनाम असिस्टेन्ट एक्जीक्यूटिव इंजीनियर में यह कहा है कि विगत एक वर्ष में 240 दिन की सेवा पूर्ण करने का तथ्य को प्रमाणित करने का सिद्धिभार दावा करने वाले प्रार्थी पर ही है— उसे इस तथ्य को प्रमाणित करने के लिये विश्वसनीय मौखिक एवं प्रलेखीय साक्ष्य प्रस्तुत करनी होगी। स्वयं के शपथपत्र और स्वयं समर्थित विवरणियां पर्याप्त नहीं हैं। जब विपक्षी से इस सम्बन्ध में वांछित मस्टररोल जो भूतपूर्व असिस्टेन्ट एक्जीक्यूटिव इंजीनियर द्वारा जारी सेवा प्रमाण पत्र के सन्दर्भ में हों, प्रस्तुत करने को कहा गया हो और विपक्षी की ओर से ऐसे प्रलेख बिना किसी स्वीकार्य स्पष्टीकरण के प्रस्तुत नहीं किये गये हों, तो इस स्थिति में प्रार्थी के पक्ष में जारी प्रमाण पत्र के अनुरूप 240 दिन सेवा पूर्ण करना प्रमाणित माना जावेगा, क्योंकि विपक्षी प्रबन्धन ऐसे अभिलेख को प्रस्तुत करने के लिये कर्तव्याधीन था। इस निर्णय में पारित विधि जिन तथ्यों पर आधारित है वे तथ्य हस्तगत विवाद में विद्यमान नहीं हैं क्योंकि प्रार्थी के 240 दिन सेवा पूर्ण करने के साक्ष्य स्वरूप विपक्षी ने कोई प्रमाण पत्र जारी नहीं किया है, जिसके समर्थन में सम्बन्धित अवधि के मस्टररोल प्रस्तुत करने का निर्देश विपक्षी को दिया गया हो। माननीय उच्चतम न्यायालय ने इसी निर्णय के पैरा 18 में यह स्पष्ट कहा है कि इस निर्णय को सिद्धिभार अन्तरण तथा प्रतिकूल उपधारणा किये जाने के सम्बन्ध में स्थापित नहीं किया जा रहा है। इसी निर्णय में माननीय सर्वोच्च न्यायालय ने विपक्षी द्वारा अवलम्बित पूर्ववर्ती निर्णय रेंज फारेस्ट आफिसर बनाम एस. टी. हादिमानी में व्यक्त अभिमत को पुष्ट करते हुये यह, अधिमत व्यक्त किया है कि 240 दिन की सेवा प्रमाणित करने का सिद्धिभार प्रार्थी पर ही आरोपित है।

14. अब यह दृष्टव्य है कि क्या इस विवाद में प्रार्थी द्वारा कथित सेवा अवधि से सम्बन्धित तथा कथित अभिलेख को विपक्षी से प्रस्तुत करवाये जाने एवं विपक्षी द्वारा प्रस्तुत न किये जाने का तथ्य प्रमाणित हुआ है ? यदि हुआ है, तो क्या यह स्थिति विपक्षी के विरुद्ध प्रतिकूल उपधारणा का आधार है ?

15. इस सम्बन्ध में जैसा कि मैंने पूर्ववर्ती विवेचन में वर्णित किया है कि प्रार्थी के अभिवचन एवं साक्ष्य में विरोधाभास हैं, इसी क्रम में प्रार्थी द्वारा प्रस्तुत पत्र प्रदर्श-डब्ल्यू 1 का विवेचन अपेक्षित है। प्रदर्श-डब्ल्यू 1 पत्र विपक्षी के सहायक आयुक्त जयपुर द्वारा दिनांक 27.9.96 को प्राचीय, केन्द्रीय विद्यालय नम्बर 2 अजमेर को सम्बोधित पत्र है। इस पत्र की अर्न्तवस्तु के पठन मात्र से यह पत्र, किसी प्रकार नियुक्ति पत्र नहीं कहा जा सकता है। क्योंकि, इस पत्र द्वारा प्रार्थी को ग्रुप 'डी' कर्मचारी के पद पर दैनिक वेतन भोगी के रूप में तब तक नियोजित करने के सम्बन्ध में अनापत्ति प्रमाण पत्र (NOC) दिया गया है जब तक कोई उपर्युक्त ग्रुप 'डी' कर्मचारी का चयन ना हो जावे। इस पत्र से यह तथ्य भलीभांति स्पष्ट है कि 27.9.96 को (पत्र की तिथि) प्रार्थी केन्द्रीय विद्यालय संगठन में किसी भी पद पर तथा किसी भी स्थान पर नियोजित नहीं था। यदि प्रार्थी स्वयं के सशपथ कथन के अनुरूप दिनांक 2.9.96 से केन्द्रीय विद्यालय संख्या 2 अजमेर में नियोजित होता तो ऐसे नियोजन के 25 दिन उपरान्त अर्थात् 27.9.96 को उसे दैनिक वेतन भोगी के रूप में ग्रुप 'डी' के पद पर नियोजित करने के सम्बन्ध में सहायक आयुक्त को अनापत्ति प्रमाण पत्र जारी करने की कोई आवश्यकता ही उत्पन्न नहीं होती। इस पत्र से यह भी स्पष्ट हो जाता है कि दिनांक 27.9.96 को जारी किये गये अनापत्ति प्रमाण पत्र के आधार पर ही प्रार्थी को दैनिक वेतन पर अक्टूबर 96 से नियोजित किया गया। इस तथ्य की पुष्टि प्रदर्श-एम 1 उपस्थिति व भुगतान के अभिलेख से भी होती है।

16. अब मैं प्रार्थी के केन्द्रीय विद्यालय ब्यावर के सेवाकाल के सम्बन्ध में साक्ष्य का विवेचन करूंगा। प्रार्थी ने 1.7.93 से 1.9.96 तक केन्द्रीय विद्यालय ब्यावर में लगातार कार्य करना कहते हुए, तत्सम्बन्धी मस्टर रोल/उपस्थिति रजिस्टर्स विपक्षी से आहूत करवाये हैं। विपक्षी ने जुलाई 93 से मार्च 94 तक प्रार्थी द्वारा कुल 125 दिन कार्य केन्द्रीय विद्यालय ब्यावर में करना कहा है, जिसका भुगतान भी प्रार्थी को कर दिया गया है। विपक्षी का यह स्पष्टीकरण है कि मार्च 94 से मार्च 97 तक के उपस्थिति रजिस्टर्स, पैमेन्ट रजिस्टर्स एवं वाउचर्स उन्होंने इस कारण प्रस्तुत नहीं किये हैं कि प्रार्थी इस अवधि में उनके अधीन कार्यरत ही नहीं रहा तथा इस सम्बन्ध में कोई दस्तावेज उपलब्ध नहीं है। इस परिप्रेक्ष्य में प्रार्थी शंकरलाल द्वारा 21.12.2011 को प्रतिपरीक्षा में किया गया निम्नांकित कथन अत्यन्त महत्वपूर्ण है :-

" मैंने ब्यावर केन्द्रीय विद्यालय में कोई दरखास्त नहीं दी। ब्यावर केन्द्रीय विद्यालय में जितने दिन कार्य किया उसका भुगतान हो गया," प्रार्थी ने प्रदर्श-एम 1 से एम 9 प्रलेखों पर स्वयं के हस्ताक्षर होना स्वीकार करते इन प्रलेखों में वर्णित अवधि का भुगतान प्राप्त कर लेना स्वीकार किया है। (विपक्षी साक्षी गोबिन्द सिंह मेहता के दिनांक 2.5.19 को किये गये परीक्षण के दौरान प्रदर्शित प्रलेखों को प्रदर्श-एम 1 से एम 5 तक भूलवश अंकित कर दिया गया है इसलिये पूर्व में प्रदर्शित विपक्षी के प्रलेखों प्रदर्श-एम 1 से एम 9 के उपरान्त पश्चातवर्ती प्रलेखों को प्रदर्श एम 10 से एम 14 तक पढ़ा जावे)।

17. प्रार्थी ने इस प्रकार प्रदर्श-एम 1 से एम 9 में वर्णित प्रलेखों की अवधि में कार्य करना और भुगतान प्राप्त करना स्वीकार करने के बाद ही यह कहा है कि उसने ब्यावर केन्द्रीय विद्यालय में कोई दरखास्त नहीं दी। ब्यावर केन्द्रीय विद्यालय में जितने दिन कार्य किया उसका भुगतान हो गया। इसलिये यह प्रमाणित होता है कि प्रार्थी द्वारा जुलाई 93 से फरवरी 94 तक किये गये कार्य दिवसों के पारिश्रमिक का भुगतान प्राप्त कर लिया गया था। इसीलिये उसने यह कथन किया कि जितने दिन ब्यावर केन्द्रीय विद्यालय में कार्य किया उसका भुगतान हो चुका है। प्रार्थी ने इसके बाद भुगतान शेष रहने के सम्बन्ध में विपक्षी को कोई आवेदन अथवा परिवाद ही नहीं किया। इस प्रकार यह भी स्पष्ट हो जाता है कि यदि प्रार्थी के कथनानुसार मार्च 94 से सितम्बर 96 तक केन्द्रीय विद्यालय ब्यावर में प्रार्थी द्वारा कार्य किया गया होता तो प्रार्थी उक्त अवधि के वेतन भुगतान हेतु विपक्षी से मांग अवश्य ही करता। इस अवधि के वेतन की प्रार्थी द्वारा कोई मांग न करना और यह स्वीकार करना कि जितने दिन कार्य किया उसका भुगतान हो गया, यह दर्शाता है कि उक्त अवधि में केन्द्रीय विद्यालय ब्यावर में प्रार्थी द्वारा कोई कार्य नहीं करना, प्रलक्षित रूप से प्रार्थी ने स्वीकार किया है। साक्ष्य की इस स्थिति में विपक्षी द्वारा यह कहना कि मार्च 94 से सितम्बर 96 तक के अभिलेख प्रस्तुत न करने का कारण प्रार्थी द्वारा इस अवधि में विपक्षी के अधीन कार्यरत न होना है, एक सन्तुष्टीप्रद स्पष्टीकरण है, जो प्रार्थी के प्रतिपरीक्षा में किये गये कथन के प्रकाश में स्वीकार्य है। किसी पक्षकार के विरुद्ध प्रतिकूल उपधारणा किया जाना प्रत्येक प्रकरण के तथ्यों व परिस्थितियों पर न्यायालय के विवेकाधिकार पर निर्भर करता है। मैं इस प्रकरण में विपक्षी के विरुद्ध प्रतिकूल उपधारणा किये जाने का कोई समुचित आधार विद्यमान नहीं होना पाता हूँ। साक्ष्य के इस विवेचन से यह निष्कर्षित होता है कि प्रार्थी ने जुलाई 93 से फरवरी 94 तक 125 दिन केन्द्रीय विद्यालय ब्यावर में विपक्षी के अधीन कार्य किया। तत्पश्चात् मार्च 94 से सितम्बर 96 तक प्रार्थी विपक्षी के नियोजन में रहा। प्रदर्श-डब्ल्यू 1 पत्र जो कि प्रार्थी के अनुसार तत्कालीन सहायक आयुक्त श्री आर.के. जैन, (जो प्रार्थी के गांव के ही हैं), ने प्रार्थी को गुप 'डी' के पद पर दैनिक वेतन भोगी के रूप में नियुक्त करने हेतु अनापत्ति पत्र जारी करते हुये केन्द्रीय विद्यालय संगठन 2 अजमेर को निर्देश दिया। इस पत्र के प्रभाव से केन्द्रीय विद्यालय अजमेर 2 ने प्रार्थी से दैनिक वेतन भोगी के रूप में अक्टूबर 96 से फरवरी 97 तक कार्य लिया जो कुल 70 दिन था। इस प्रकार सेवा समाप्ति की तिथि (जो कि वर्णित एवं प्रमाणित नहीं है, किन्तु मार्च 97 लिखी गई है) के पूर्ववर्ती एक वर्ष की अवधि में, प्रार्थी विपक्षी के अधीन 240 दिन से अधिक कार्य किया जाना प्रमाणित करने में सफल नहीं हुआ है। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णित किया जाता है।

18. बिन्दु संख्या 2 :— इस बिन्दु के अन्तर्गत यह विचारणिय है कि क्या विपक्षी द्वारा मार्च 97 में की गई प्रार्थी की सेवा समाप्ति छंटनी की परिभाषा में आती है जो अवैध है?

19. बिन्दु संख्या 1 से प्राप्त निष्कर्ष के प्रकाश में प्रार्थी अधिनियम की धारा 25 बी के अन्तर्गत सेवा समाप्ति के पूर्ववर्ती एक कैलेण्डर वर्ष की अवधि में 240 दिन कार्य करना प्रमाणित नहीं कर सका है। इसलिये अधिनियम की धारा 2 (ओ.ओ.) में परिभाषित प्रार्थी की सेवासमाप्ति, "छंटनी" की परिभाषा में नहीं आती है। इस निष्कर्ष के आधार पर विपक्षी से अधिनियम की धारा 25 (एफ) के अन्तर्गत उपबन्धित नोटिस दिये जाने अथवा उसके स्थान पर नोटिस वेतन एवं छंटनी प्रतिकर के भुगतान की विधिक अपेक्षा नहीं की जा सकती है। विपक्षी द्वारा की गई प्रार्थी की सेवासमाप्ति वैध प्रमाणित होती है अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णित किया जाता है।

20. बिन्दु संख्या 3 :— बिन्दु संख्या 1 व 2 प्रार्थी के विरुद्ध निर्णित किया गया है। इस स्थिति में प्रार्थी की ओर से प्रस्तुत निर्णय देवेन्द्र सिंह बनाम म्यूनसिपल काउन्सिल सानौर, तापशकुमार पॉल बनाम बी.एस.एन.एल. व अन्य श्री राम इन्डस्ट्रीयल एन्टरप्राइजेस प्राईवेट लिमिटेड बनाम महक सिंह व अन्य में माननीय उच्चतम न्यायालय द्वारा प्रतिपादित विधि को मैं ससम्मान प्रार्थी के पक्ष में सहायक होना नहीं पाता हूँ। प्रार्थी इस दावे के अभिकथन में प्रार्थित कोई अनुतोष पाने का अधिकारी, उसकी सेवासमाप्ति वैध प्रमाणित होने के कारण, नहीं है। इस सन्दर्भ का उत्तर इसी प्रकार दिया जाता है।

आदेश

21. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु संदर्भित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।

22. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 23 जुलाई, 2019

का.आ. 1355.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 17/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.07.2019 को प्राप्त हुआ था।

[सं. एल-22012/140/2012-आईआर (सी एम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 23rd July, 2019

S.O. 1355.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the management of M/s W.C.L. and their workmen, received by the Central Government on 15.07.2019.

[No. L-22012/140/2012-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/17/2012-13

Date: 21.06.2019

Party No.1 : The Sub Area Manager,
Bhatadi O/o Mines of Chandrapur Area of WCL,
Post Bhatadi, Distt. Chandrapur,
Maharashtra.

Versus

Party No.2 : The Joint General Secretary,
Rashtriya Colliery Mazdoor Congress,
Vaidhay Nagar, Near Ayyappa Mandir,
Tukum Ward No. 2,
Distt. Chandrapur (M.S.).

AWARD

(Dated: 21st June, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their Union, Rashtriya Colliery Mazdoor Congress for adjudication, as per letter No.L-22012/140/2012-IR (CM-II) dated 06.11.2012, with the following schedule:-

"Whether the action of the management of Bhatadi Open Cast Sub Area of Chandrapur Area of Western Coalfields Ltd., in denying employment to Shri HariOm, the dependant son of Shri Radhe Shyam Dubey, Foreman I/C who has already put in 35 years service, which is contrary to the provisions of Para 9.4.4 of NCWA is legal & justified? To what relief is the workman entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union "Rashtriya Colliery Mazdoor Congress ("the union" in short) filed the statement of claim and the management of WCL (here-in-after referred to as the "Party No. 1") filed its written statement.

The case of the union as projected in the statement of claim is that, Shri Radhe Shyam Dubey has retired after completing the service of 35 years from 16.05.1976 to 31.07.2011 and Hari Om is son of Radhe Shyam Dubey. According to the union, NCWA-III Clause 9.4.4 provides service of one dependent. According to the union, Party No. 1 wrongfully denied the appointment of Hari Om, which is against the provisions of NCWA-III and circular issued by Coal India Limited on 16.01.2010. According to the union, these provisions clarify that, employment of at least one of the dependants of such employee, who retire or die after putting at least 35 years of service.

3. According to the union, on the basis of above provisions, they demand service of Hari Om as per Instruction and Circular of NCWA and Agreement between CIL and the union. According to them, provisions of NCWA-III is applicable and effective even after enforcement of NCWA-IV or subsequent NCWAs i.e. in this way, son of the employees is eligible and qualified according to the terms of WCL, but Party No. 1 rescinded this provisions arbitrarily. In this way, they prayed that, reference is decided in favour of the workman and direction may be issued to the Party No. 1 that, son of the petitioner may be allowed to get employment as per above provisions.

4. By filing written statement on behalf of the Party No. 1, denied all material facts by asserting that, these provisions are not applicable in present circumstances, because 01.07.2011 to 30.06.2016, NCWA-IX came into existence, but they admitted that, Circular issued by the Coal India Limited on 22.06.1977 and NCWA-III came into existence on 20.03.1984 between union and Party No. 1. Party No. 1 asserted that, para no. 9, 11 to 16 are the matter of

records, paras 18 & 19 of statement of claim need no comments, because they are irrelevant. But according to the Party No. 1, above NCWA is no more in existence.

5. According to the Party No. 1, provision mentioned in NCWA-III as Clause 9.4.4 was deleted or expunged from new provisions of NCWA-IV to NCWA-IX, so from 01.01.1987 till today, no dependant of workers was employed by the Party No. 1. The Party No. 1 also admitted that, Radhe Shyam Debey was a Foreman I/C, who retired from services on 31.07.2011. According to the Party No. 1, outside appointment are made by giving notice to the public and after due selection, as per prevalent practice and procedure. According to them, Hon'ble Supreme Court in the case of Umadevi Vs. State of Karnataka held that, "No unconstitutional appointment can be made now in the matter of public employment by the state It violates article 14 & 16 of the Constitution". So, they prayed that, this reference be answered in the negative in favour of Party No. 1 and also prayed that, action of the Party No. 1 i.e. WCL declared legal and justified.

6. **Point of determination:**

- i. Whether Hari Om is entitled for employment under NCWA-III?
- ii. Whether he is entitled to any other relief?

Reasons for determination:

7. On behalf of the union, Shri Radhe Shyam Dubey and on behalf of the Party No. 1, Shri Dhananjay B. Gondane filed their evidence on affidavit. They were cross-examined by the opposite party. The union argued that, above NCWA-III provides service of dependant after completing 35 years of service; they base their argument on the Circular of Coal India Limited and other provisions of Party No. 1. They also argued that, Agreement was covered with all categories of employees in the Coal Industry, who were covered under National Coal Wages Agreement I to VII. So, they argued that, Hari Om is entitled to employment in WCL and Party No. 1 denied his legal rights. In support of their argument, they examined Shri Radhe Shyam Dubey. Now I want to discuss the evidence part.

8. Radhe Shyam Dubey in para 7 of his cross-examination admitted that, he worked in WCL for more than 35 years, when he retired from services, at that time, NCWA-IX was applicable, but he received retirement benefits as per NCWA-VIII. He also asserted that, he filed this case on the basis of NCWA-II & III. According to him, he received all retirement benefits except E.L. encashment and bonus, but he did not file any case in this regard to recover this amount. According to him, his son, Hari Om Dubey has passed B.E, Mechanical and applied different job, but he did not get any job.

9. Shri Radhe Shyam Dubey in his cross-examination admitted that, he has no knowledge that, how many L.Rs of the employees have been engaged on service as a retirement benefits, but according to him, in Dhanbad, 4 L.Rs of employees have got job as retirement benefit after completion of 35 years of service. According to him, he is not in position to say that, whether he filed the appointment letters of above 4 L.Rs. In this way, it appears that, he gave statement on the basis of hearing of some facts i.e. above statement is based on hearsay evidence. Now I want to see the evidence of the Party No. 1.

10. Party No. 1 examined his Personnel Assistant Manager, Shri Dhananjay B. Gondane in support of their defence. In para 16 of his cross-examination, he admitted that, father of Hari Om was working in WCL. Shri Radhe Shyam Dubey was appointed on 16.05.1976 and superannuated on 31.07.2011. He has worked for 35 years. NCWA-I to X are applicable to WCL. Document W-1(This document related to Coal India Ltd.), which is applicable to WCL from 1975 to 1978. N He denied that, NCWA-III & IV are applicable forever. He admitted that, Party No. 1 follows the Standing Orders and NCWA I to X are applicable to all subsidiary of Coal India Ltd. including WCL, but according to him he has no knowledge about, whether during the pendency of the case in CGIT, Shri Radhe Shyam Dubey was forced to handover quarter and dues were not paid to him and regarding document no. W-2, which is concerned with Bharat Cooking Coal Ltd. This witness remained unrebutted in his cross-examination, he gave statement in Court on the basis of documents as well as personal knowledge and nothing shows that, he prejudice to the workman. He gave a fair statement and it appears to be reliable. Now I want to see the legal position.

11. Case laws:- Yogender Pal Singh and others Vs. Union of India and others AIR 1987 SC 1015 and Employers in relation to the management of Bhowra Area No. XI of Ms BCCL, Dhanbad Vs. the Presiding Officer, Dhanbad W.P. (L) No. 2412 of 2002 dated 26.07.2012, in which Hon'ble Court laid down the following principles:-

- i. "There shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the state".
- ii. "No dependent of an employee of the State or its instrumentality is entitled to claim preference in the matter of on public employment on the basis of the service of his father/parent is no longer res integra in view of the specific provision contain in Part III of the Constitution of India and also laid down in the judgment delivered by the Hon'ble Supreme Court of India in number of cases".

iii. "Article 16, cl. (1), guarantees equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State: and cl. (2) prohibits discrimination on certain grounds in respect of any such employment or appointment We do not see any reason why the full ambit of the fundamental right guaranteed by Art. 16 in the matter of employment or appointment to any office under the State should be cut down by a reference to the provisions in Part XIV of the constitution which relate to services or to provisions in the earlier Constitution Acts relating to the same subject".

iv. "The new offices which were created for the new village or villages should be filled up by the Collector by selecting the persons whom he considered best qualified Collector to fill up the said new offices by selecting persons from among the families of the last holders of the offices was opposed to Article 16 of the constitution".

12. Judging the present case in hand with the touch stone of the principles as mentioned above, my humble opinion is that, union fails to prove his case. So, union/workman is not entitled to any relief. Hence, it is ordered:-

ORDER

The action of the management of Bhatadi Open Cast sub Area of Chandrapur Area of Western Coalfields Ltd., in denying employment to Shri HariOm, the dependant son of Shri Radhe Shyam Dubey, Foreman I/C who has already put in 35 years service, which is contrary to the provisions of Para 9.4.4 of NCWA is legal & justified The workman is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 23 जुलाई, 2019

का.आ. 1356.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्थल निदेशक राजस्थान परमाणु बिजलीघर, कोटा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 56/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.07.2019 को प्राप्त हुए थे।

[सं. एल-42012/109/2002-आईआर (सी एम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 23rd July, 2019

S.O. 1356.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial dispute between the management of The Station Director, Rajasthan Atomic Power, Kota and their workmen, received by the Central Government on 17.07.2019.

[No. L-42012/109/2002-IR (CM-II)]

RAJENDER SINGH, Section Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 56 / 2015

राधामोहन चतुर्वेदी

पीठासीन अधिकारी

रेफरेन्स नं. L-42012/109/2002-IR(CM-II) दिनांक 02/06/2015

महासचिव, राजस्थान अणुशक्ति परियोजना कर्मचारी संघ (इंटक) रावतभाटा।

बनाम

स्थल निदेशक राजस्थान परमाणु बिजलीघर, रावतभाटा राजस्थान साइट,
न्युक्लियर पॉवर कॉर्पोरेशन ऑफ इन्डिया पोस्ट— अणुशक्ति 323303
वाया—कोटा राजस्थान

प्रार्थी की तरफ से : कोई नहीं
अप्रार्थी की तरफ से : श्री धर्मेन्द्र जैन —प्रतिनिधि

: अधिनिर्णय :

दिनांक : 26.06.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 02.06.2015 को निम्नांकित विवाद औद्योगिक विवाद अधिनियम 1947 (जिसे आगामी चरणों में अधिनियम कहा जावेगा) की धारा 10 (2A) व (1) (d) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में इस अधिकरण को अधिनिर्णयन हेतु प्रेषित किया गया :-

“Whether the action of the management of RAPS, NPCIL, Rawatbhata in degrading Shri Khemraj and Sh. Rajsingh, Tractor Trailer Operator from Tradesman 'B' to Tradesman 'A' on implementation of Anand Committee Report is correct and justified? If not, to what relief the concerned workmen are entitled to and from which date.”

2. उपर्युक्त संदर्भित विवाद प्राप्त होने पर अधिकरण द्वारा उभयपक्ष को आहूत किया गया और प्रार्थी को निर्देश दिये गये कि वह अपने दावे का अभिकथन प्रस्तुत करें।

3. इस निर्देश के अनुपालन में दिनांक 16.5.2016 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया। प्रार्थी का कथन है कि प्रार्थी महासचिव राजस्थान अणु शक्ति परियोजना कर्मचारी संघ (इंटक) रावतभाटा वाया कोटा, राजस्थान परमाणु बिजलीघर 1 से 8 के कर्मचारों का प्रतिनिधित्व करता है। राजस्थान अणु शक्ति परियोजना कर्मचारी संघ (इंटक) रजिस्ट्रार ऑफ ट्रेड यूनियन एवं संयुक्त श्रम आयुक्त, जयपुर से पंजीकृत संस्था है। प्रार्थी यूनियन के कर्मचारी सर्व श्री खेमराज और राजसिंह ने विपक्षी को प्रार्थना पत्र देकर अपनी वेदना व्यक्त की। जिसमें प्रबन्धन द्वारा प्रार्थीगण को एक ग्रेड डाउन कर देना न्यायसंगत न होना कहते हुए उनको पुनः कार्यदक्ष बी की नियुक्ति प्रदान करने का निवेदन किया। प्रबन्धन द्वारा प्रार्थी संघ को कोई राहत प्रदान नहीं की गई। अतः प्रबन्धक परमाणु बिजलीघर से दोनों कर्मचारियों को नियुक्ति तिथि से वेतन श्रृंखला रुपये 4000-6000 (कार्यदक्ष बी) में प्रथम नियुक्ति की तिथि से नियुक्ति, एरियर सहित दिलायी जावें।

4. दिनांक 28.3.2016 को विपक्षी की ओर से श्री राजेन्द्र गुप्ता उपस्थित हुए और अधिकार पत्र प्रस्तुत करने हेतु अवसर चाहा।

5. दिनांक 20.3.2017 को श्री धर्मेन्द्र जैन ने विपक्षी की ओर से अधिकार पत्र प्रस्तुत कर जवाब दावे हेतु समय चाहा।

6. दिनांक 29.11.2017 को विपक्षी के अकारण अनुपस्थिति रहने पर विपक्षी के जवाब का अवसर समाप्त करते हुए प्रार्थी की एक पक्षीय साक्ष्य हेतु प्रकरण को नियत किया गया। तदुपरान्त दिनांक 18.12.2017 से दिनांक 14.3.2019 तक प्रार्थी पक्ष अनुपस्थित रहा, इसलिये दिनांक 14.3.2019 को एकपक्षीय साक्ष्य प्रार्थी का अवसर भी समाप्त कर दिया गया।

7. आज दिनांक 26.6.2019 को भी प्रार्थी अनुपस्थित है और कोई साक्ष्य अपने दावे के समर्थन में प्रस्तुत नहीं की है। इस स्थिति में यह स्पष्ट है कि प्रार्थी की साक्ष्य के अभाव में यह अधिकरण संदर्भित विवाद का अधिनिर्णयन गुणागुण के आधार पर करने में सक्षम नहीं है।

8. अतः श्रम मंत्रालय भारत सरकार द्वारा संदर्भित उपर्युक्त औद्योगिक विवाद का अधिनिर्णयन प्रार्थी की साक्ष्य के अभाव में किया जाना सम्भव नहीं है। इसलिये इस सन्दर्भ का उत्तर इसी प्रकार दिया जाता है।

आदेश

9. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मंत्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु प्रेषित रेफरेन्स का उत्तर उपर्युक्तानुसार दिया जाता है।

10. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी